BANGALORE METRO RAIL CORPORATION LIMITED

TENDER DOCUMENTS
FOR

LICENSING OF SPARE OPTICAL FIBRES IN PHASE-1 & PHASE-2 OF BMRCL NETWORK

TENDER No. 3 S&T - OFC

AUGUST 2024

BANGALORE METRO RAIL CORPORATION LIMITED
III FLOOR, BMTC COMPLEX, K H ROAD, SHANTHINAGAR,
BANGALORE - 560027
KARNATAKA
INDIA

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DISCLAIMER

This document "Tender for licensing of Spare Optical Fibres in Phase-1 & Phase-2 of BMRCL Network" is not an offer but is an invitation by BMRCL to the Bidders for participation in the bidding process for selection of Licensee. This document is provided with information that may be useful to Bidders in making their financial offers (Bids) pursuant to this document. This document includes statements, which reflect various assumptions and assessments arrived at by BMRCL. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each Bidder should, therefore, conduct their own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this document and obtain independent advice from appropriate sources.

Information provided in this document to the Bidder(s) is on a general range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. BMRCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. Intimation of discrepancies in the document, if any, may be given, by the Bidders, to the office of the BMRCL, immediately, by the Bidders. If BMRCL receives no written communication, it shall be deemed that the Bidders are satisfied with the information provided in the document.

This document may not be appropriate for all persons, and it is not possible for BMRCL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this document. The assumptions, assessments, statements and information contained in the document may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct their own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this document and obtain independent advice from appropriate sources.

BMRCL may at its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment, assumptions or scope contained in this document. BMRCL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this document or otherwise arising in any way for participation in this Bid Stage.

The issue of this document does not imply that BMRCL is bound to select a Bidder or to appoint the Preferred Bidder or Licensee, as the case may be, for the grant of License and BMRCL reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. Bidders shall bear all the costs associated with or relating to the preparation and submission of their Bid. The Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process. Bidders are expected to carry out extensive study and analysis at their own cost, before submitting their respective Bids for award of the License Agreement. Any queries or request for additional information concerning this document shall be considered only if it is submitted in writing.

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SECTION - I

NOTICE INVITING TENDER

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BANGALORE METRO RAIL CORPORATION LIMITED

III Floor, BMTC Complex,
K.H. Road, Shanthinagar,
Bangalore – 560 027
Karnataka, India

Date. 19.08.2024

TENDER NOTIFICATION

Bangalore Metro Rail Corporation Limited (BMRCL), a Joint Venture of Government of Karnataka and Government of India, invites sealed Tenders **(Single Stage - Two Cover System)** through Local Competitive Bidding (LCB) from eligible, qualified, reputed Domestic Tenderer **(Joint Venture/Consortium permitted)** as mentioned in the Tender documents for "Licensing of Spare Optical Fibres in Phase-1 & Phase-2 of BMRCL Network" through Karnataka Public Procurement Portal (e-Procurement Portal).

Tender Notification No.	**3 S&T - OFC**
Name of Work	Licensing of Spare Optical Fibres in Phase-1 & Phase-2 of BMRCL Network.

Key Details

Sl. No.	Description	
1.	Earnest Money Deposit	INR 11,27,664/- (Indian Rupees Eleven Lakhs Twenty Seven Thousand and Six Hundred and Sixty Four only) The Tenderer shall pay full Earnest Money Deposit amount through online payment in e-Procurement Portal (or) submit in the form of Electronic Bank Guarantee (eBG) /Bank Guarantee (BG).
2	License Period	5 Years
3	Download of Tender Documents	Tender documents to be downloaded from Karnataka Public Procurement Portal (e-Procurement Portal: https://kppp.karnataka.gov.in/) from 19.08.2024 until midnight of 02.09.2024.
4.	Last Date for seeking tender clarifications	As per Date and Time specified in e-Procurement Portal.
5.	Pre-bid Meeting	As per Date and Time specified in e-Procurement Portal
6.	Date and Time for submission of Tender	As per Date and Time specified in e-Procurement Portal
7.	Date and Time of opening of Tender (Qualification cum Technical Bid)	As per Date and Time specified in e-Procurement Portal
8.	Date and Time of opening of Tender (Financial Bid)	Will be intimated to the Qualified Tenderers through e-Procurement Portal. Tenderers to trace the same.
9.	Place of opening of tenders (Qualification cum Technical Bid & Financial Bid)	The opening of the Qualification cum Technical Bid & Financial Bid shall take place online through e-Procurement Portal.
10.	Address for communication	The Managing Director Bangalore Metro Rail Corporation Limited, III Floor, BMTC Complex, K.H Road, Shanthinagar, Bangalore-560027 Karnataka, India.

Managing Director

Bangalore Metro Rail Corporation Limited

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BANGALORE METRO RAIL CORPORATION LIMITED

III Floor, BMTC Complex,
K.H. Road, Shanthinagar,
Bangalore – 560 027
Karnataka, India

Date. 19.08.2024

NOTICE INVITING TENDER (NIT)

TENDER No.: 3 S&T- OFC

LICENSING OF SPARE OPTICAL FIBRES IN PHASE-1 & PHASE-2 OF BMRCL NETWORK

1. Bangalore Metro Rail Corporation Limited (BMRCL) now invites sealed Tenders **(Single Stage - Two Cover system)** from eligible, qualified, reputed and experienced Domestic Tenderers who may be a registered sole proprietorship firm, a partnership firm or a company having registered office in India, or a combination of above in the form of Joint Venture (JV) or Consortium, for selection of Licensee for "Licensing of Spare Optical Fibres in Bangalore Metro Network" as per Terms and Conditions of this Tender document through Karnataka Public Procurement Portal (e-Procurement Portal).

2. **REGISTRATION:**

   a) Tenders required to enroll on the Karnataka Public Procurement Portal (https://kppp.karnataka.gov.in/) by clicking on the link "Tenderers Registration" on the Karnataka Public Procurement Portal and by paying requisite registration fee.

   b) As part of the enrolment process, the Tenderers will be required to choose a unique user name to assign a password for their accounts.

   c) Tenderers are advised to register their valid email addresses and mobile numbers as part of the registration process. These would be used for any communication with the Tenderer.

   d) Upon enrolment, the Tenderers will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India.

   e) Only one (01) valid DSC should be registered by a Tenderer. Please note that the Tenderers are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.

   f) Tenderers should then login to the website through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.

   g) The scanned copies of all original documents (as required) should be uploaded on portal in PDF/JPG format.

   h) For any query regarding e-Procurement on the Karnataka Public Procurement Portal, contact helpdesk number: +91-8046010000, +91-8068948777, and Email ID: support@eprochelpdesk.com.

3. **SEARCHING FOR TENDERS/BIDS:**

   Once the Tenderers have selected the proposal Bids/Tenders and if they are interested to participate, the Tenderers can pay non-refundable processing fee to Karnataka Public Procurement Portal.

   However, the Tenderer shall submit such transaction details along with their Tender submission on e-Procurement portal. If the same transaction reference number has been submitted for more than one Bid, all such Bids shall be considered ineligible and summarily rejected.

   It will be the responsibility of the Tenderer to check the website and see any Addendum

/Corrigendum issued in this Tender from time to time and ensure submission of Tender submittals accordingly.

4. Tender documents and reference documents comprising of following documents: -

   - Section I: Notice Inviting Tender (NIT)
   - Section II: Instructions to Tenderers
   - Section III: Preparation and Submission of Bid
   - Section IV: Evaluation of Qualification Cum Technical Criteria
   - Section V: Evaluation of Financial Bid
   - Section VI: Terms and Conditions of Contract
   - Section VII: Annexures

5. Tenders must be accompanied by Earnest Money Deposit as specified in ITT clause 2.8, drawn in favour of "Bangalore Metro Rail Corporation Ltd". Tender Guarantee will have to be paid in full amount through online payment in e-Procurement Portal (or) submit in any one of the form of **Electronic Bank Guarantee (eBG) or Bank Guarantee**, payable & extendable at a designated branch in Bengaluru and shall have to be valid for 45 days beyond the validity of the Tender (i.e. 165 days from the date of submission of Tender).

6. BMRCL shall receive Bids pursuant to this Tender Document, in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by BMRCL. Bidders shall submit bids in accordance with such terms on or before the date specified in this document. Bidders are advised to visit the BMRCL premises at the stations / site and familiarize themselves with the proposed arrangements and all activities necessary in this regard.

7. Tenders must be submitted electronically through Karnataka Public Procurement Portal /eProcurement Portal (https://kppp.karnataka.gov.in/) before the last date & time prescribed in the e-Procurement portal using a valid DSC (Digital Signature Certificate).

   All Tenderers are requested to note that the originals of those documents, as listed under:

   a. Earnest Money Deposit (EMD)
   b. Notarized Power of Attorney and Board resolution (as applicable)
   c. Hardcopy of any other documents explicitly required in Tender document

   should be submitted in hardcopy by 'Speed post' or 'in person' at BMRCL office within **5 days** from the last date of Tender submission. Tender submission without such submission of original documents shall be liable for rejection.

8. Tenders cannot be submitted online after stipulated time of submission of Tender.

9. Last date for submission of Queries in writing by the Tenderers and place, date & time of pre-bid meeting shall be as prescribed in the e-Procurement portal.

10. Tender shall be valid for a period of **120 days** from the latest date of submission of Tender.

11. 'Qualification cum Technical Bid' will be opened as per the latest specified time and date published in the e-Procurement portal.

    The Financial Bid of technically qualified Tenderers will be opened at a date and time advised by BMRCL through e-Procurement Portal.

12. All Tenderers are hereby cautioned that Tenders shall be submitted without any deviation, alteration or modification. Tenders containing any deviation from contractual terms and conditions, specifications and other requirements shall be considered as non-responsive and shall be liable for rejection.

13. BMRCL reserves the right to accept or reject any/all Tenders in 'Part' or 'Full' without assigning any reason. No Tenderer shall have any cause of action or claim against BMRCL for rejection of his Tender.

14. The Employer requires that the Tenderers and Contractors observe highest standard of ethics

during the procurement and execution of the contract. In pursuance of this policy, The Employer;

a. will reject the Tender for the Work or rescind the Contract, if the Employer determines that the Tenderer / Contractor has engaged in corrupt or fraudulent practices.

b. will declare a Contractor ineligible, either indefinitely or for a stated period of time, to be awarded a Contract, if he at any time determines that the Tenderer or the Contractor has engaged in corrupt or fraudulent practices in competing for, or in executing, the Contract.

15. Registered Tenderers with e-token are advised to frequently check the e-Procurement portal for any amendments like Addendum / Corrigendum.

16. BMRCL will not be held responsible for consequential damages/losses due to lack /interruption of power supply & internet, low speed of internet, System problems, loss of electronic information/data etc.

17. 'Eligibility and Qualification Criteria' are as described in Clause 2.6 of, Section II, "Instructions to Tenderers" of the Tender documents.

18. The Contract shall be governed by the documents listed under 'Terms and Condition of Contract' in Section-VI.

19. For further clarifications/details, contact the Chief Engineer (Tele & AFC), BMRCL on 080-22969336, e-mail: pssubramanyam@bmrc.co.in.

20. For any query regarding e-Procurement portal/ Tender submission, please contact helpdesk at+91-80-46010000, +91-80-68948777, Email: support@eprochelpdesk.com.

Managing Director
Bangalore Metro Rail Corporation Limited

BANGALORE METRO RAIL CORPORATION LTD.

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SECTION - II

INSTRUCTIONS TO TENDERER

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2. SECTION-II: INSTRUCTIONS TO TENDERER

2.1 Definitions

(a) "**Applicable Law**" shall mean all laws, bye-laws, statutes, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgements, decrees or other requirements or official directives of any Governmental Authority or person acting under the authority of any Governmental Authority, and specifically including the municipal and local authorities in Bengaluru, Karnataka, whether in effect on the date of issuance of this Bid Document or thereafter;

(b) "**Applicants**" shall mean persons who have purchased this Tender Document in accordance with the terms hereof;

(c) "**Bid" or "Tender"** shall mean a valid, final and binding offer, which includes the Qualification cum Technical Bid and Financial Bid(s), submitted by a Bidder in response to and on the terms and conditions contained in this Tender Document; Bid also means Tender and vice versa.

(d) "**Bidder**" **or "Tenderer"** shall mean an applicant who has submitted a valid and binding Bid, as per the terms and conditions contained in this Tender Document; Bidder also means Tenderer and vice versa.

(e) "**Bid Document**" **or "Tender Document"** shall mean this Tender document, including all annexure, appendixes attached hereto and any addenda/corrigendum issued in accordance with the terms hereof; Bid Document also means Tender document.

(f) **"Bid Submission Date" or "Tender Submission Date"** shall mean the cut-off time and date for submission of Bids mentioned in the Key Details of this Tender document;

(g) "**BMRCL**" shall mean the Bangalore Metro Rail Corporation Limited.

(h) **"Coercive Practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the bid process;

(i) "**Consortium**" shall mean a Joint Venture (or) Consortium comprising of up to 3 entities (as described in Clause 3.9.1 of Section III of this Tender Document), who come together for the purpose of submitting a Bid in accordance with the terms hereof.

(j) **"Contract"** shall mean the Contract Agreement signed with the successful Bidder to this Tender for the services or any other agreement entered into between the Parties pursuant there to.

(k) **"Corrupt Practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Tendering process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the BMRCL who is or has been associated in any manner, directly or indirectly, with the Tendering process or has dealt with matters concerning the License Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the BMRCL, shall be deemed to constitute influencing the actions of a person connected with the bidding process); or (ii) engaging in any manner whatsoever, whether during the Tendering process or after the execution of the License Agreement, as the case may be, any person in respect of any matter relating to the License Agreement, who at any time has been or is

a legal, financial or technical adviser of the BMRCL in relation to any matter concerning the objectives of this bid process;

(l) **"Eligibility Criteria"** shall mean the criteria described in Clause 2.6, Section II, "Instructions to Tenderer" of this Tender Document;

(m) **"EMD" or "Earnest Money Deposit"** shall mean the deposit to be furnished by the Tenderers in accordance with Clause 2.8, of Section II, "Instructions to Tenderers" of this Tender Document;

(n) "**Financial Bid**" shall mean an unconditional and unequivocal financial bid in respect of a particular Location to be provided in the relevant format provided at Annexure – 9A of Section VII of this Tender Document;

(o) "**Financial Year**" shall mean the period beginning on April 1st of a calendar year and ending on March 31st of the following calendar year;

(p) **"Fraudulent Practice"** means and includes misrepresentation, omission, suppression of actual facts or disclosure of incorrect facts,

(q) **"Governmental Authority"** shall mean the Government of India, the Government of Karnataka, and any other government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India, or any state or other subdivision thereof or any municipality, district or other subdivision thereof;

(r) **"IP Certificate"** Infrastructure Provider certificate issued by Department of Telecom;

(s) "**License**" means the grant of License by BMRCL to the selected Tenderer, to utilize spare Optical Fibre pairs of BMRCL network, under terms and conditions of this Agreement.

(t) "**License Fee**" means the amount payable by the Licensee to BMRCL for licensing of spare Optical Fibres as per terms and conditions of the License Agreement.

(u) "**License Period**" means a period of five (5) years starting from the Commencement of License Agreement.

(v) "**Premises**" means the bare space, on "as is where is basis", solely for placement and operation of telecommunication equipment for the purpose of utilization of optical fibres licensed in this agreement

(w) **"Licensee"** shall mean and includes a selected Tenderer with whom license agreement is entered into by BMRCL.

(x) "**License Agreement**" shall mean the agreement to be entered into between BMRCL and each r4 Licensee for the award of the License, a draft form of which is provided in Annexure 10 of Section VII of this Bid Document;

(y) "**Lead Member**" means a member of a JV/Consortium, who has been identified as such by the members of the JV/Consortium and has the primary responsibility for representing the JV/Consortium, interacting with the BMRCL and executing the terms of the Contract Agreement on behalf of the JV/Consortium.

(z) "**LoA**" or "**Letter of Acceptance**" means the formal acceptance letter from BMRCL to the successful Tenderer for Acceptance of the Bid, as per Clause 5.5.4, Section V, "Evaluation of Financial Bid" of this Tender Document.

(aa) **"Pre-Bid Meeting" or "Pre Tender Meeting"** shall mean the pre-bid meeting to be held at the date, time and place indicated in the Key Details in accordance with Clause 2.10, Section-II, "Instructions to Tenderer" of this Tender Document.

(bb) **"Qualified Bidders"** means those Tenderers who have been shortlisted after evaluation of the Qualification cum Technical Bid.

(cc) **"Restrictive Trade Practice"** means forming a cartel or arriving at any understanding or arrangement among Tenderers with the objective of restricting or manipulating a full and fair competition in the bidding process;

(dd) **"Security Deposit"** shall have the meaning ascribed to such term in Clause 5.5.5 of Section V "Evaluation of Financial Bid" of this Tender Document.;

(ee) **"Successful Bidder"** shall mean the Tenderer(s) selected by BMRCL for the purposes of executing the License Agreement subject to and on the terms and conditions specified therein;

(ff) **"Undesirable Practice"** means (i) establishing contact with any person connected with or employed or engaged by BMRCL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; or (ii) having a Conflict of Interest;

2.2 Introduction & Contents of the Tender Document:

2.2.1 Bangalore Metro Rail Corporation Limited (herein after called as BMRCL) is a joint venture company constituted by the Government of Karnataka and the Government of India and incorporated under the Companies Act, 1956. The Bangalore Metro weaves through the bustling commercial and residential areas of the city. This project has been implemented over Phase-1 & Phase-2 consisting of two lines viz. Purple and Green lines with 67 stations covering 78.9 Kms. BMRCL has started train operations under Phase-1 and Phase-2 for 34.8 Kms of Green line and 44.1 Kms of Purple line totaling a distance of 78.9 Kms. A new line under Phase-2 from R.V Road to Bommasandra (Yellow Line-R5) with 15 stations covering 18.1 Kms is likely to be commissioned by October 2024.

2.2.2 BANGALORE Metro Rail Corporation is also registered as Infrastructure provider category – I (IP-1) license with Department of Telecommunication, Ministry of Communication, Govt. of India vide license Regd. Certificate No.531/2015 Dated: 08/7/2015 to establish and maintain the assets such as spare fibres, duct space & tower for the purpose of grant on license basis to the licensee for telecom services. **BMRCL has extensive Optical Fibre network in Bangalore along its Metro route. In line with the National Telecom Policy, Bangalore Metro Rail Corporation plans to license out spare fibre pairs on its existing OFC network with dropping facility at Metro Station(s) as per Annexure -1** complying with the specification as per ITU-T Recommendations G-652 working at 1310 nm/1550nm.

2.2.3 Since BMRCL metro route is a dedicated elevated /underground route and optical fibre is laid along the elevated and underground route, therefore, it is highly safe and reliable and is not prone to any damages/ cuttings by external agencies. **BMRCL may also provide space at metro stations for installation of equipment, power supply, etc. as per requirement of the Licensee and depending on availability & feasibility of space at stations.** In this reference, BMRCL invites bids, through this Tender Document, from interested and eligible Telecom companies and other interested and eligible parties for expansion of their business by availing BMRCL Spare Optical Fibers offered on license basis.

2.2.4 BMRCL Phase-I project comprises of two corridors as detailed below:

Sl. No	Corridor/Section	Number of Stations	Length (Km)
1	East-West Corridor (Purple line) between Baiyappanahalli and Mysore Road stations with Depots at Baiyappanahalli, Challaghatta and Whitefield	17*	18.10
2	North-South Corridor (Green Line) between Nagasandra and Puttenahalli (now renamed as Yelachenahalli) stations with Depots at Peenya and Anjanapura	23*	24.20
Total		**40**	**42.30**

* *The two corridors cross at a common interchange station at Kempegowda Station (Previously known as Majestic) which is a two level station.*

A maintenance depot is located at Baiyappanahalli on Purple line and at Peenya on the Green Line. An Integrated Operation Control Centre (OCC) for both the corridors is located at Baiyappanahalli Depot and a Back-up Control Centre (BCC) is located at Peenya Depot. Both the corridors are commissioned and under revenue service. The mode of traction power is 750V DC Third Rail bottom collection. The track is of Standard Gauge (1435 mm). Phase-I of the project was commissioned in June 2017.

Phase-II of the Project consists of the four extensions to the Phase-I corridors and two new corridors (R5 & R6). The details of Phase-II lines are given below.

Sl. No.	Corridor/Section	Number of Stations	Length (Km)	Tentative timelines for commissioning the Section
1	**East Extension (R1A & R1B):** Baiyappanahalli to ITPL Whitefield (Elevated) with Depot at Whitefield	13	15.42	Commissioned
2	**West Extension (R2A & R2B):** Mysore Road to Challaghatta (Elevated) with Depot at Challaghatta	7	8.85	Commissioned
3	**North Extension (R3C**): Nagasandra to Bangalore International Exhibition Centre (BIEC) (Elevated) with Depot at Peenya	3	2.95	Scheduled to be commissioned by September-2024
4	**South Extension (R4B):** Yelachenahalli to Silk Institute (Elevated) with Depot at Anjanapura	5	6.55	Commissioned
5	**R5 :** R V Road to Bommasandra Industrial Area (New Line - Elevated) with Depot at Hebbagodi	16	18.82	Scheduled to be commissioned by September-2024
6	**R6 (Elevated):** Kalena Agrahara to Swagath Road Cross (New Line) with Depot at Kothanur **R6 (Underground):** Swagath Road Cross to Nagawara (New Line) with Depot at Kothanur	18	22.45	Scheduled to be commissioned by March-2025
Total		**62**	**75.04**	

Two more new lines under Phase-2A and Phase-2B are being constructed. Details of New lines under Phase-2A and 2B are given below:

Sl. No.	Corridor/Section	Number of Stations	Length (Km)	Tentative timelines for commissioning the Section
1	**Phase-2A:** Silk board to KR Puram with Depot at Baiyappanahalli Phase 2A	13	19.50	Scheduled to be commissioned by June-2026
2	**Phase-2B:** KR Puram to Airport Terminal with two Depots at Baiyappanahalli Phase 2B and Trumpet	19	38.44	Scheduled to be commissioned by June-2026
Total		**32**	**57.94**	

Currently, 65 Stations (40 stations of BMRCL Phase-1 and 25 stations of BMRCL Phase-2) of Bangalore Metro are operational. 19 stations (Reach-5 & Reach-3B) in 2024, 18 stations (Reach-6) in 2025 and 32 stations (Phase-2A & 2B) in 2026 are expected to be made operational making it a total network of 134 stations.

2.2.5 This Tender Document comprises the disclaimer set forth herein above, the contents as listed below, and will additionally include any addenda issued in accordance with Clause 2.12 hereof.

Section I	Notice Inviting Tender
Section II	Instructions to Tenderer
Section III	Preparation and Submission of Bid
Section IV	Evaluation of Qualification Cum Technical Criteria
Section V	Evaluation of Financial Bid
Section VI	Terms and Conditions of Contract
Section VII	Annexures

2.2.6 The Tenderer shall provide all the information requested in the Tender Document. BMRCL reserves the right to reject an offer that does not contain all the required information requested therein.

2.2.7 BMRCL shall not entertain any communication from the Bidders after date of Bid submission. However, BMRCL reserves the right to call for additional information/ clarifications. Bidders shall furnish such requirements within such time as may be permitted by BMRCL.

2.2.8 A Draft Indicative License Agreement (Annexure-10) proposed to be entered into by BMRCL with the successful Bidder as a result of this tender, is attached with this Tender Document which may be modified as considered necessary at the time of signing of License Agreement.

2.2.9 This Tender Document constitutes no form of commitment on the part of BMRCL, whether in respect of the tendering process or otherwise.

2.2.10 BMRCL reserves the right to reject any or all of the tenders, if it considers necessary to do so, and / or to withdraw from the selection process or to vary any of the terms at any time without giving any reason. Nothing contained herein shall confer right upon the Tenderer or any obligation upon BMRCL.

2.2.11 Nothing in this Tender Document or in any communication issued by BMRCL shall be taken as constituting an agreement, offer, acceptance, warranty, covenant, confirmation or representation to the recipient of this document or any other party.

2.2.12 The tender proposal prepared by the Bidder and all correspondence/documents relating to the tender exchanged between the Bidder and BMRCL shall be in English language.

2.2.13 At any time prior to the tender submission, BMRCL may, for any reason, whether at its own initiative may modify the Tender Document through issuance of an Addendum.

2.2.14 In order to give the Tenderers reasonable time, in which to take an Addendum into account, or for any other reason, BMRCL may, at its discretion, extend the date & time of submission of Tender.

2.2.15 While BMRCL shall adhere to the dates mentioned in the notification, it reserves the right to change, modify or put on hold or terminate this schedule without assigning any reasons whatsoever.

2.2.16 The Tender Application Form, Bid proposal and other submissions shall be numbered, signed & stamped on Each Page (A page-wise summary of all the documents shall also be enclosed as a part of document), by the Authorized Signatory of the Tenderer. Also, Tenderers are required to submit a supporting Power of Attorney, authorizing the Signatory of the Tender Document to commit the Tenderer and agreeing to ratify all acts, deeds and things lawfully done by the said attorney. In case of a JV/Consortium, the Tender Document shall be signed by the "Authorized Signatory" of the Lead Member and the Power of Attorney shall be signed by all members of the JV/Consortium and shall be legally binding on all of them.

2.2.17 Tenderer, who submits or participates in more than one Tender shall be disqualified and shall also cause disqualification of the Consortia in which it is a Member.

2.2.18 The Tenderer shall bear all costs associated with the preparation of the tender and BMRCL shall in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Selection process.

2.2.19 BMRCL reserves the right to out rightly reject conditional tenders without assigning any reason whatsoever.

2.2.20 Where the document has been downloaded, the Tenderer undertakes not to tamper/alter/ correct/modify the document in any manner whatsoever. BMRCL will reject the bid out rightly, in case, it is found at any time that the Tender document has been tampered/ modified/altered, in any manner. In case of successful Tenderer, BMRCL reserves the right to cancel the agreement, forfeiting all amounts and also takes necessary legal action. The Tenderer voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration, whatsoever, in case BMRCL takes necessary action to reject the bid /terminate the agreement, at any time, if it is found that the downloaded Tender document has been tampered/altered/ modified or corrected.

2.2.21 The Tenderers are advised that all provisions of the Metro Railway (General) Rules, 2020 and Metro Railway (Operations & Maintenance) Act, 2002 and amendments thereto, will be applicable/enforceable, and as such advised to conduct themselves in an orderly manner.

2.2.22 Single Currency for Evaluation of Tender: - Tender will be evaluated in Indian Rupees only. Hence, Bidders are advised to fill values in Indian Currency only in Financial Bid.

2.3 Objective and Scope

2.3.1 Objectives of License Agreement:

a) Licensing the spare optical fibres in BMRCL network for use by agencies.
b) To augment non-operational revenue for BMRCL through Licensing of Spare Optical Fibres

in BMRCL network.

c) Position Bangalore Metro as a most sought after location for use of Optical Fibres.
d) Provide value to the Corporate who uses Optical Fibre in Bangalore Metro.

2.3.2 Scope of License Agreement:

a) BMRCL has extensive Optical Fibre network in Bangalore along its Metro route. In line with the National Telecom Policy, Bangalore Metro Rail Corporation plans to license out spare fibre pairs on its existing OFC network with dropping facility at Metro station(s) in between, complying with the specification as per ITU-T Recommendation G-652 working at 1310 nm/1550nm.

b) In this reference, BMRCL invites the Bid from the interested Telecom companies and other interested parties for expansion of their business by availing BMRCL Spare Optical Fibres offered on license basis. BMRCL may also provide space for installation of equipment, power supply and necessary accessories as per requirement of the Licensee and availability & feasibility of space at stations.

c) The details of available Spare Optical Fibres ready for licensing are enumerated in Annexure "1".

2.3.3 Licensee shall be responsible for the following activities:

a) Appoint an authorized representative to interact with nodal BMRCL representative to bring clarity in understanding of Fibres, to coordinate and implement decisions taken.
b) Operate, manage and maintain the Optical Fibres in good condition.
c) Management and use of Optical Fibre including providing adequate professionally trained manpower.
d) Obtain all approvals, permits, etc. from all competent and required authorities, including different tiers of government, statutory, local, civic authorities, etc. at its own cost.
e) Comply with all statutory requirements in connection with License Agreement.
f) Payment of all statutory taxes, local levies, statutory dues, etc. as and when due.
g) Ensure regular and timely payments of all amounts due to BMRCL and discharge all obligations as per License Agreement.

Licensee shall also adhere to procedure of BMRCL regarding electric supply and specification of materials to be used for use of Electric supply, Air-conditioning work, Fire Protection System, as per the "Annexure 10.6 – Rules and Guidelines for Release of Electric Power".

2.4 Details of Spare Optical Fibres and space offered in this tender:

Number of Spare Optical Fibres in eleven sections and fibre dropping availability in BMRCL network and metro stations are as mentioned below (As per Annexure-1)

Sl. No.	Section Name	Line	Total Number of Spare Fiber Pairs offered for Leasing	Approx. Fiber length in Km for 01 fiber pair*	Dropping Available at (Station Names)
1.	Baiyappanahalli to M G Road	R-1	8	6.7	Baiyappanahalli, S V Road, Indiranagar, Halasuru, Trinity, M G Road
2.	Magadi Road to Mysore Road	R-2	11	6.4	Magadi Road, Hosahalli, Vijayanagar, Attiguppe, Deepanjalinagar, Mysore Road
3.	Nagasandra to Mantri Square Sampige Road	R-3	2	12.4	Nagasandra, Dasarahalli, Jalahalli, Peenya Industry, Peenya, Goruguntepalya, Yeshwanthpur, Sandal Soap

Sl. No.	Section Name	Line	Total Number of Spare Fiber Pairs offered for Leasing	Approx. Fiber length in Km for 01 fiber pair*	Dropping Available at (Station Names)
					Factory, Mahalakshmi, Rajajinagar, Kuvempu Road, Srirampura, Mantri Square Sampige Road
4.	National College to Yelachanahalli	R-4	9	8.0	National College, Lalbagh, South End Circle, Jayanagar, R V Road, Banashankari, J P Nagar, Yelachanahalli
5.	M G Road to Magadi Road	UG-1-2	9	4.8	M G Road, Cubbon Road, Vidhana Soudha, Sir M Visveshwaraya, Kempegowda, City Railway Station, Magadi Road
6.	Mantri Square Sampige Road to National College	UG-3-4	6	4.5	Mantri Square Sampige Road, Kempegowda, Chickpet, K R Market, National College
7.	Baiyappanahalli to Whitefield	R-1 Extn.	5	15.6	Baiyappanahalli, Benniganahalli, K.R.Puram, Mahadevapura, Garudacharpalya, Hoodi Junction, Seetharampalya, Kundalahalli, Nallurhalli, Sri Satya Sai Hospital, Pattandur Agrahara, Kadugodi, Channasandra and Whitefield
8.	Mysore Road to Challaghatta	R-2 Extn.	5	9.7	Mysore Road, Nayandahalli, Rajarajeshwarinagar, Jnanabharathi, Pattangere, Kengeri Bus Terminal, Kengeri and Challaghatta
9.	Nagasandra to BIEC	R-3 Extn.	5	3.8	Nagasandra, Manjunathnagar, Jindal, BIEC
10.	Yelachanahalli to Silk Institute	R-4 Extn.	5	6.1	Yelachanahalli, Konanakunte Cross, Doddakallasandra, Vajrahalli, Thalaghattapura, Silk Institute
11.	R V Road to Bommasandra	R-5	5	18.1	R V Road, Ragigudda, Jayadeva Hospital, BTM Layout, Silk Board, Bommanahalli, Hongasandra, Kudlu Gate, Singasandra, Hosa Road, Beratena Agrahara, Electronic City, Infosys, Huskur Road, Hebbagodi, Bommasandra

*It may be noted that Fibre lengths mentioned are tentative and actual length to be considered for leasing will be as per OTDR readings jointly checked at the time of handover of Fibre pairs.

2.5 Bid Process:

2.5.1 Tender is a single stage two packet system, comprising of Technical Bid and Financial Bid. Evaluation of the Bids and identification of the Selected Tenderer(s) will be undertaken in 2 (two)stages. In the first stage, the Earnest Money Deposit and Qualification cum Technical Bid of each Bidder will be evaluated in order to determine fulfillment of the Eligibility Criteria, the Financial Capacity, and Technical Capability. Bidders who satisfy the Eligibility Criteria, Financial Capacity and Technical Capability ("Qualified Bidders") shall be considered for the 2nd stage, i.e., the opening of the Financial Bid(s).

2.5.2 The availability of fibre pairs in the eleven sections is tabulated in Annexure-1. A bidder can quote for any number of fibre pairs for the eleven sections subject to maximum numbers of fiber pairs provided in Annexure-1 for each of the section. The bidder is advised to quote strictly within the available number of fiber pairs in Annexure 9B, otherwise his bid is liable for rejection. The fibre pairs will be allotted section wise. The technically eligible Bidder, who quotes the **highest License Fee** shall be treated as the "**Highest Bidder(H1)**". The bidder quoting the **next highest License Fee** will be treated as 2nd. "**Highest Bidder (H2)**".

The first allotment of the fiber pairs shall be to the number of fiber pairs quoted for the section by the highest bidder. Thereafter, the 2nd. highest(H2) bidder will be offered from the remaining pairs in that section, provided the 2nd. highest bidder matches the rate of the highest bidder (H1). If pairs are still remaining then the same will be offered to 3rd. highest Bidder (H3), 4th. Highest Bidder (H4) and so on, provided they match the rate of highest bidder (H1).

2.5.3 If the requirement of fiber pairs are more than the offered quantities at Annexure 1 (by summing up the requirements of different bidders in Annexure 9B), BMRCL may explore to fulfill these requirement subject to feasibility, provided the 2nd highest bidder, 3rd highest bidder etc. agree to match the highest offer for that section.

2.6 Eligibility and Qualification Criteria

a) In order to be eligible to participate in the Tender process outlined herein, a Tenderer should satisfy the following criteria:
   (i) is accompanied by the required EMD; and
   (ii) has been properly signed in all pages of the Tender proposal,
   (iii) meets the eligibility/technical criteria;
   (iv) is substantially responsive to the requirements of the Tender documents;
   (v) Provides any clarification and/ or substantiation that the BMRCL may require.

If the tender is not substantially responsive, it will be rejected by the BMRCL, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
If any tender is rejected, pursuant to paragraph above, the Financial Packages of such Bidder will not be opened.

b) In addition to the foregoing, Tenderers should satisfy the following condition and declaration to this effect to be submitted by the Tenderer.
   (i) The Tenderer should not have been de-barred/blacklisted barred by any Governmental Authority from participating in any Tendering process, as of the Bid Submission Date. The Tenderer to submit an Undertaking as per Annexure – 10.7.

   (ii) The Tenderer, should, in the last 3 (three) years, the period counted 28 days prior to the latest date of submission of tender. have neither failed to perform any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Tenderer, as the case may be, nor have been expelled from any contract by any Government Authority nor have had any contract with a Government Authority terminated for breach by such Tenderer.

   (iii) The Tenderers shall not have been declared as bankrupt/ insolvent in the last three (3) years, counted 28 days prior to the last date of tender submission.

2.6.1 Financial Criteria:

a) <u>Average Annual Turnover:</u>

i) In case of single entity:
The Tenderer shall have a minimum average annual turnover during the last 3 years, ending 31st March of the previous financial year (2022-23) of **Rs. 1,35,31,968/- (Rupees**

One Crore Thirty Five Lakh Thirty One Thousand and Nine Hundred and Sixty Eight only). For this purpose, audited Balance Sheets of last 3 years, certified by a Chartered Accountant, shall be attached, otherwise evaluation will not be carried out by BMRCL and tender is liable to be rejected.

ii) **In case of JV/Consortium:**

Lead member shall have a minimum average annual turnover during the last 3 years, ending 31st March of the previous financial year (2022-23), of at least **Rs. 94,72,378/- (Rupees Ninety Four Lakh Seventy Two Thousand Three Hundred and Seventy Eight only**). Other members (each) shall have a minimum average annual turnover during the last 3 years, ending 31st March of the previous financial year (2022-23), of at least **Rs. 13,53,197/- (Rupees Thirteen Lakh Fifty Three Thousand One Hundred and Ninety Seven only).**

All combined the bidder shall have a minimum average annual turnover during the last 3 Years, ending 31st March of the previous financial year (2022-23) of **Rs. 1,35,31,968/- (Rupees One Crore Thirty Five Lakh Thirty One Thousand and Nine Hundred and Sixty Eight only).**

b) Liquidity:

The tenderers (or any member in case of JV/Consortium) shall submit the Banker certificate issued from an Indian Scheduled Bank (excluding Cooperative Banks) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule for an amount equivalent to Rs. **1,50,35,520/- (Rupees One Crore Fifty Lakh Thirty Five Thousand Five Hundred and Twenty only)** to avoid the default in payment of license fee. Banker Certificate as per format given as Annexure-10.8 of Tender Document.

2.6.2 Technical Criteria:

All the conditions given below should be fulfilled by the Tenderer. In case, the Tenderer doesn't fulfill any of these conditions, the offer of such Tenderers shall be considered technically invalid and shall not be considered for opening of financial bid.

(i) **Unified License/IP Registration Certificate:**

The bidder must be Reputed Telecom operators, Telecom infrastructure providers having experience in Telecom Network Operations and having a valid license from the competent authority for the right of use of optical fibers on lease. ***The Tenderer* (each member in case of JV/Consortium) *having valid Unified License/ IP Registration Certificate issued by Department of Telecommunication, Govt. of India shall be considered as eligible Tenderer.*** The Tenderer shall be required to submit the declaration for the purpose of regulatory compliances as per format given as "Annexure-8A" of Tender Document along with supportive documents.

(ii) **Tenderer** (each member in case of JV/Consortium) is required to enclose the following documents:

(a)	PAN No. (copy may be attached)	:	Attached (Yes / No)
(b)	TAN No. (copy may be attached)	:	Attached (Yes / No)
(c)	Audited Balance Sheets for the last 3 years	:	Attached (Yes / No)
(d)	GST Registration Certificate	:	Attached (Yes / No)

2.7 Fraudulent and Corrupt Practices

i) The Tenderers and their respective officers, employees, agents and consultants shall observe the highest standards of ethics during the tendering process. Notwithstanding anything to the contrary contained herein, BMRCL may reject a Bid without being liable in any manner whatsoever to the Tenderer if it determines that the Tenderer has, directly or indirectly or through an agent, engaged in a Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Trade Practice in the tendering process.

ii) Without prejudice to the rights of BMRCL, if a Tenderer is found by BMRCL to have directly or indirectly or through an agent, engaged or indulged in any Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Trade Practice during the tendering process, such Tenderer shall not be eligible to participate in any tender or Bid Document issued by BMRCL for a period of 3 (Three) years from the date such Tenderer is found by the BMRCL to have directly or indirectly or through an agent, engaged or indulged in any Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Trade Practice, as the case may be, and EMD of the such Tenderer will be forfeited.

2.8 Earnest Money Deposit (EMD)

2.8.1 The Tenderer shall furnish, as part of its Bid, a refundable, interest-free, Earnest Money Deposit, for the amount indicated in Key Details under Tender Notification section/eProcurement Portal. The Earnest Money Deposit is required to protect the Purchaser against the risk of Tenderer's conduct which would warrant the security's forfeiture.

2.8.2 The Tenderer shall pay/furnish a Tender Guarantee for the value indicated in e-Procurement portal in the following mode:

a) **Online payment** through e-Procurement portal, or

b) an irrevocable **'Bank Guarantee* or' Electronic Bank Guarantee' (eBG)** issued from an Indian Scheduled Bank (excluding Cooperative Banks) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule preferably drawn on and payable & extendable at a designated branch in Bengaluru as per Annexure 10.4 of Section VII. However, Bank Guarantee format is also available in https://tender.bmrc.co.in.

** In case of EMD issued in the form of Bank Guarantee, the Scheduled Bank issuing the Bank Guarantee should preferably be on "Structure Financial Messaging System (SFMS)" platform. A separate advice of the BG shall preferably be sent by the issuing bank to the Employer's Bank through SFMS.*

The issuing Bank shall send the SFMS as detailed under to:

Name: BANGALORE METRO RAIL CORPORATION LTD.,

Name of the Bank: BANK OF INDIA

Branch: CANTONMENT BRANCH, BENGALURU.

Account No.: 840420110000760

RTGS/IFSC: BKID0008404

The Scanned copy of the BG and a copy of "MT760COV (for Bank Guarantee message) /MT767COV (for Bank Guarantee amendment message) Report" sent by the BG issuing Bank, should be uploaded by the Tenderer in the e-Procurement Portal as a part of his Offer during Tender submission. The Tenderers should ensure that (scanned copy of BG) is uploaded to the e-Procurement portal, failure of which, the Tender will be summarily rejected by the Employer. The Original Bank Guarantee shall compulsorily be submitted in the BMRCL office before scheduled date, time and place as specified in clause 3.4.7 of section-III. The Tenderer shall note that the Original Bank Guarantee is submitted through speed post / in person and if not received before the scheduled date and time as specified in in Key details (Tender Notification)/eProcurement Portal, the Tender will be summarily rejected.

The details of the Bank Guarantee, physically submitted should match with the details available of the scanned copy uploaded and the data entered during Tender submission time, failing which, the Tender will be rejected.

In case of non-reconciliation of online Tender Guarantee portion through e-Procurement portal in Government of Karnataka Central Pooling Account held at the ICICI Bank, the Tender will get rejected.

2.8.3 The Earnest Money Deposit shall be valid for a period as specified in NIT (Section-I)/eProcurement Portal and remain deposited with the Employer from the date of opening of Tenders. If the validity of the Tender is extended, the Tender Guarantee shall also be duly extended, failing which, the Tender after the expiry of the aforesaid period shall not be considered by the Employer.

2.8.4 EMD will not be accepted in any form other than those mentioned above. Tenders not accompanied by the required amount of EMD and non-submission of hardcopy as per clause 3.4.7 of section-III will be rejected by the Employer.

However, the BMRCL reserves the right to accept or reject the EMD with any other deficiency (other than required amount) otherwise not materially affecting the technical qualification criteria of the Tenderer.

2.8.5 The EMD of unsuccessful Tenderers will be returned by BMRCL, without any interest, on signing of the License Agreement with Selected Tenderer or, in the event of cancellation of the tendering process, within 45 (Forty-five) working days.

2.8.6 The EMD of the Selected Tenderer will be returned upon the Selected Tenderer signing the License Agreement. BMRCL may, at the Selected Tenderer's option, adjust the amount of EMD against the amount of Security Deposit to be provided by him/them.

2.8.7 The EMD shall be liable to be forfeited and appropriated by BMRCL without prejudice to any other right or remedy that may be available to BMRCL hereunder or otherwise, under the following conditions:

(a) If a Tenderer indulges in a Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Trade Practice as specified in Clause 2.7 of this Tender Document;
(b) If a Tenderer withdraws its Bid during the Tender Validity Period specified in Clause 2.20 hereof;
(c) In the case of the Selected Tenderer, if he fails to sign the License Agreement and/or to furnish the Security Deposit within the specified time limit.

2.8.8 The Tender will be summarily rejected by the Employer in case of:

(i) Failure to deposit EMD online or failure to upload clear & readable copy of Bank Guarantee towards EMD.
(ii) Failure to submit the original Bank Guarantee to BMRCL office within the date & time specified.
(iii) If EMD is in the form of Bank Guarantee and is issued by a Co-operative Bank or from any source other than an Indian Scheduled Bank and Scheduled Foreign Bank as defined in section 2(e) of RBI Act 1934 read with Second Schedule.
(iv) EMD amount is less than the required amount as mentioned in Tender Notification/ eProcurement portal.
(v) Bank Guarantee's Validity is less than the "Tender validity Period" (as a miniumum requirement) as mentioned in ITT clause 2.20.

In case EMD is in the form of BG, and BG validity fulfils the "Tender validity Period", but falling short in regard to period of "EMD Validity', the Employer shall request such Tenderer(s) in writing to submit compliance EMD within 10 (ten) working days from the date of request. Failure to provide a compliant EMD within the prescribed period shall cause the rejection of the Tender and it will be considered as Non-responsive.

2.8.9 In case the bidder submits Electronic Bank Guarantee (e-BG), the UIN of BMRCL for providing e-BG shall be: AAACB4881D (PAN of BMRCL).

2.8.10 If the Bidder has opted to submit the EMD in the form of Electronic Bank Guarantee (e-BG), a copy

of the e-BG shall invariably be uploaded in the eProcurement portal.

2.9 Tender Clarifications

2.9.1 Clarification of Tender Documents:

Tenderers shall carefully examine the Tender documents and fully understand the conditions and matters which may affect the work or the cost thereof. In case the Tenderer finds any discrepancies or omission from the specification or other documents, or in doubt as to their meaning, the Tenderer shall at once address query(ies) online through Karnataka Public Procurement Portal (e-Procurement portal).

The Employer will offer clarification to such queries received through eProcurement portal up to the date specified therein.

Any such queries with details of clarification sought, will be uploaded in the eProcurement portal (https://eproc.karnataka.gov.in) without disclosing the identity of the Tenderer seeking clarification. No separate future communication in this regard will be entertained.

2.9.2 Contact details of BMRCL for any clarifications are mentioned in NIT.

2.9.3 BMRCL may also on its own initiative, if deemed necessary, issue interpretations and clarifications to the prospective Tenderers. All written clarifications and interpretations issued by the BMRCL shall be deemed to be part of the Tender Document. Verbal clarifications and information given by BMRCL or its employees or representatives shall not in any way or manner be binding on BMRCL.

2.10 Pre-Bid Meeting

(i) The Tenderer or his authorized representative is invited to attend a Pre-bid meeting held at the Place, date and time indicated in 'Key Details'/ eProcurement Portal.

(ii) The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage to enable the Tenderers to submit Tenders without conditions.

(iii) The Tenderer is requested to submit any questions online through Karnataka Public Procurement Portal (e-Procurement portal) only, in terms of ITT clause 2.9.1.

(iv) Non-attendance at the Pre-bid meeting will not be a cause for disqualification of a Tenderer.

2.11 Site Visit

Tenderers to understand the Metro environment and to gauge their requirements, may visit the sites. For any site visits, bidders are informed to contact Sri. M N Pavan Kumar, ACE(Telecom), Mob no: 9483544228, e-mail: mnpavan.kumar@bmrc.co.in by e-mail on or before 19.07.2024. The date and place for site visit will be communicated to the Tenderers by e-mail. Site visit will be carried out between 11:00 Hrs to 17:00 Hrs from 20.07.2024 to 28.07.2024 for the Tenderers who have requested for site visit. The Tenderer's representatives have to make themselves present at the time and place communicated to them. No request for change of time will be entertained by BMRCL. Risk and cost of site visit shall be borne by the Tenderer. Tenderers are requested to carry the required PPE along with them during site visit to ensure safety of personnel.

2.12 Amendment of Tender Document

2.12.1 At any time before the submission of Proposals, BMRCL may, for any reason, whether at its own initiative or in response to a clarification requested by a Tenderer, modify the Tender documents by amendment. Such amendments shall be issued through addendum.

Such Addenda/Corrigenda will be uploaded in the eProcurement portal. It will be the responsibility of the Tenderer to frequently check the eProcurement portal for any Addenda/ Corrigenda or any other updates issued from time to time and ensure submission of Tender accordingly.

Without prejudice to the order of preference, the provisions in such addenda shall take priority over the Tender document issued previously. The Tenderers should acknowledge receipt of such addenda and list them in the Tender submittals.

The Tenderer is not permitted to make any alteration /modifications to the Tender conditions. No modifications to the specifications, item descriptions, etc. will be entertained.

2.12.2 In order to afford the Tenderers reasonable time for taking an addendum into account, or for any other reason, BMRCL may, at its sole discretion, extend the Tender Submission Date.

2.13 Number of Bids and costs thereof

No Tenderer shall submit more than one (1) Bid individually or as a member of JV/Consortium. The Tenderers shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the tender process. BMRCL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the tendering process.

2.14 Independent due diligence and verification of information

It shall be deemed that by submitting a Bid, the Tenderer has:

(a) Made a complete and careful examination of the Tender Document;

(b) Received all relevant information requested from BMRCL;

(c) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Tender Documents or furnished by or on behalf of BMRCL;

(d) Satisfied itself about all matters, things and information including matters referred to in this Tender Document required for submitting an informed Bid in accordance with the Tender Documents and performance of all of its obligations there under;

(e) Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Tender Document or ignorance of any of the matters referred to in this Tender Document shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from BMRCL, or a ground for termination of the License Agreement;

(f) Acknowledged and agreed that BMRCL shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Tender Document or the Tender process, including any error or mistake therein or in any information or data given by BMRCL; and

(g) Agreed to be bound by the undertakings provided by it under and in terms hereof.

2.15 Right to accept or reject any or all Bids

Notwithstanding anything contained in this Tender Document, the BMRCL reserves the right to accept or reject any Bid and to annul the tendering process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that BMRCL rejects or annuls all the Bids, it may, at its discretion, invite all eligible Tenderers to submit fresh Bids hereunder.
BMRCL reserves the right to reject any Bid if:

(a) At any time, a material misrepresentation is made or uncovered; or

(b) The Tenderer does not provide, within the time specified by the BMRCL, the supplemental information sought by BMRCL for evaluation of the Bid.

In case it is found during the evaluation or at any time before signing of the License Agreement or after its execution and during the period of subsistence thereof, that the Tenderer has made a material misrepresentation or has given any materially incorrect or false information, the Tenderer shall be disqualified forthwith if not yet appointed as the Licensee either by issue of the LoA or

entering into of the License Agreement, and if the Tenderer has already been issued the LoA or has entered into the License Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Tender Document, be terminated, by a communication in writing by BMRCL to the Bidder, without BMRCL being liable in any manner whatsoever to the Bidder. In such an event, BMRCL shall forfeit and appropriate the EMD or Security Deposit, as the case may be, without prejudice to any other right or remedy that may be available to BMRCL.

2.16 Verification of information

BMRCL reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Bid Document. Any such verification or lack of such verification by the BMRCL shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the BMRCL there under.

2.17 Bid Submission Date

2.17.1 Bids should be submitted in eProcurement Portal, the date and time mentioned in the Tender Notification and in the manner and form as detailed in this Tender document.

2.17.2 BMRCL may, in its sole discretion, extend the Bid Submission Date by issuing an addendum uniformly for all Tenderers.

2.18 Late Bids

In online e-Procurement Portal, the Tenderer shall not be able to submit the Tender after the last date and time for Tender submission as the icon for the task in the e-Procurement Portal will be disabled.
Hardcopies (as per clause 3.5.2 of Section-III) received by BMRCL after the deadline for submission will be rejected.

2.19 Modifications/ substitution/ withdrawal of Bids

2.19.1 Tenderer may modify and correct or upload any relevant document in the portal till Tender submission date and time as published in the e-Procurement Portal.

2.19.2 No Tender shall be modified subsequent to the deadline for submission of Tenders.

2.19.3 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity or as extended pursuant to ITT Clause 2.20 may result in the forfeiture of the Tender Guarantee pursuant to ITT Clause 2.8.7.

2.20 Tender Validity Period

The Tenders shall remain valid for 120 days from the date of submission by the Tenderer as indicated in NIT/eProcurement portal. In exceptional circumstances, prior to expiry of the validity period, BMRCL may request the Tenderers for a specified extension in the period of validity of the Tender. A Tenderer may refuse the request without forfeiting his EMD. A Tenderer agreeing to the request, shall not be required or permitted to modify his tender but will be required to extend the validity of his EMD accordingly.

2.21 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for Tenderers shall not be disclosed to any person who is not officially concerned with the tender process or is not a retained professional advisor advising the BMRCL in relation to, or on matters arising out of, or concerning the tender process. BMRCL will treat all information submitted as part

of a Bid, in confidence and will require all those who have access to such material to treat the same in confidence. BMRCL may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or BMRCL or as may be required by law or in connection with any legal process.

2.22 Proprietary data

All documents and other information supplied by BMRCL or submitted by a Tenderer to the BMRCL shall remain or become the property of BMRCL. Tenderers are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. BMRCL will not return any Bid or any information provided along therewith.

2.23 Correspondence with the Tenderer

Save and except as provided in this Tender Document, BMRCL shall not entertain any correspondence with any Tenderer in relation to the acceptance or rejection of any Bid. However, BMRCL reserves the right to ask clarifications from the tenderers at any stage of processing the bids received.

2.24 Miscellaneous

2.24.1 The tender process shall be governed by, and construed in accordance with, the laws of India and the courts at Bengaluru shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the tender process.

2.24.2 BMRCL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

(a) suspend and/ or cancel the tender process and/ or amend and/ or supplement the tender process or modify the dates or other terms and conditions relating thereto;

(b) seek clarification or further information from any Tenderer;

(c) retain any information and/ or evidence submitted to BMRCL by, on behalf of, and/ or in relation to any Tenderer; and

(d) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Tenderer.

It shall be deemed that by submitting the Bid, the Tenderer agrees and releases the BMRCL, its employees, agents and consultants, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Tender Documents, and/ or in connection with the bid process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

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SECTION - III

PREPARATION AND SUBMISSION OF BID

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3.0 SECTION-III: PREPARATION AND SUBMISSION OF BID

3.1 Preparation of Bid:

3.2 Language

The Bid and all related correspondences and documents in relation to the tendering process shall be in the English language. Supporting documents and printed literature furnished by the Tenderer with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Tenderer. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

The Tender Application Form, Tender proposals and other submissions shall be numbered, signed & stamped on Each Page (A page-wise summary of all the documents shall also be enclosed as a part of document, by the "Authorized Signatory" of the Tenderer). Also, Tenderers are required to submit a supporting Power of Attorney, authorizing the Signatory of the Tender Document to commit the Tenderer and agreeing to ratify all acts, deeds and things lawfully done by the said attorney. In case of a JV/ Consortium, the Tender Document shall be signed by the "Authorized Signatory" of the Lead Member and the Power of Attorney shall be signed by all members of the JV/Consortium and shall be legally binding on all of them.

The Tender submittals shall comprise the EMD, Qualification cum Technical Bid and Financial Bid documents and Tenderer shall upload clear and readable scanned copies of these documents on e-Procurement Portal.

3.3 Format and signing of Bid

3.3.1 The Tenderer shall follow and submit the Tender documents in the respective formats prescribed under Section-VII-Annexures.

3.3.2 The Tender submittals shall be typed or written in inedible ink(wherever required), which is to be scanned and digitally signed using Class-III digital signature by person(s) duly authorized to bind the Bidder to the contract. Proof of authorization shall accompany the Bid in the form of notarized "Power of Attorney". All pages of the Bid where entries, amendments, corrections, alterations, erasures etc., have been made shall be initialized by the person(s) signing the Tender.

3.3.3 Tenderer should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexure is insufficient.

3.3.4 Tenderers can bid individually or as a joint venture/consortium or otherwise. In case of joint venture/consortium, the bid shall be submitted by the lead member only, along with details of all members of the joint venture/consortium.

3.4 Sealing and Marking of Bids

3.4.1 All the Tender proposals shall be digitally signed along with the other Qualifying documents and shall be submitted Electronically through eProcurement Portal on or before the last date and time for Tender submission as published therein.

3.4.2 Tenderer, in advance, should get ready the Proposal documents to be submitted as indicated in the Tender document /schedule in PDF/JPEG formats. The Tenderer has to digitally sign and upload the required proposal documents one by one as indicated in the Tender document.

3.4.3 Tenderer should log into the Portal well in advance for the submission of the proposal so that it gets uploaded well in time i.e., on or before the last date & time for Tender submission.

3.4.4 Tenderer will be solely responsible for uploading the Tender submittals in eProcurement portal. BMRCL will not be held responsible for consequential damages/losses/delay due to lack /interruption of power supply & internet, low speed of internet, System problems, loss of electronic information/data etc.

3.4.5 The server time (which is displayed on the dashboard) will be considered as the standard time for referring the deadline for submission of the proposals by the Tenderers, opening of proposals etc. The Tenderers should follow this time during proposal submission.

3.4.6 The necessary certificates/documents in support of fulfilling the Eligibility Criteria and Technical requirements shall be scanned and attached to e-Procurement portal.

3.4.7 Original Documents to be submitted in hardcopy:

The Tenderer shall seal and submit the original documents listed in clause 3.5.2 of Section-III in original (hard copy) by speed post or in person at BMRCL office **within 5 days** of last date of online Tender submission. Only the Tenders submitted online and the hardcopies will be considered for evaluation. The hardcopies should carry/accompany copy of "acknowledgement from Employer/eProcurement Portal".

The envelope shall bear the following identification:

TENDER NO: 3 S&T-OFC

ORIGINAL SUBMITTALS OF QUALIFICATION CUM TECHNICAL PACKAGE

BMRCL Office Address for submission of hardcopy[1]:

To

The Chief Engineer (Telecom & AFC)
Bangalore Metro Rail Corporation Limited,
III Floor, BMTC Complex,
K.H Road, Shanthinagar, Bangalore-560027
Karnataka, India.

The Tenderers can submit the hard copies by 'Speed Post' or 'in person' at the above address during 11.00 am to 05.00 pm on all working days. In case, 5th day happens to be holiday, then the next working day shall be considered as last day for submission of the hard copy.

3.4.8 BMRCL reserves the right to reject any Proposal if:

(a) At any time, a material misrepresentation is made or discovered, or
(b) The Tenderer does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the proposal.

3.4.9 Tenderer is expected to examine all terms and instructions included in the document. Failure to provide all requested information will be at Tenderer's own risk and may result in rejection of proposal.

3.5 Submission of Bid:

3.5.1 The Tender submittals shall be typed or written in indelible ink (wherever required), which is to be scanned and digitally signed using Class-III digital signature by person(s) duly authorized to bind the Tenderer to the contact. Proof of authorization shall accompany the Tender in the form of notarized "Power of Attorney". All pages of the Tender where entries, amendments, corrections, alterations, erasures etc., have been made shall be initialized by the person(s) signing the Tender.

[1] *Address of the concerned Head of the Dept. /Senior most Officer of the functional area.*

3.5.2 The Tenderer is required to submit the following documents in original (hard copy) within the time and place mentioned in clause 3.4.7:

i. Earnest Money Deposit, as per clause 2.8,
ii. Notarized Power of Attorney and Board resolution (as applicable),
iii. Hardcopy of any other documents explicitly required in Tender document.

In case of failure in submission of the above documents within stipulated date, the Tender may be treated as incomplete and be liable for rejection.

3.5.3 All the pages, supporting papers/documents submitted along with the Tender should be signed by the Authorized signatory and stamped. The Tenderers shall submit a written notarized Power of Attorney (POA) authorizing the signatory of the Tender along with board resolution

a. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
b. For a Power of Attorney executed and issued overseas, the document shall be notarized in the jurisdiction where the Power of Attorney is being issued and also have to be legalized by the Indian Embassy/High Commission. However, the Power of Attorney, provided by a Tenderer from a country which has signed The Hague Legislation Convention 1961, is not required to be legalized by the Indian Embassy/High Commission if it carries a conforming "Apostille" certificate.

3.5.4 The Bid Document shall be pinned together and submitted with all pages numbered serially and indexed. Each page of the submission shall be signed by the authorized signatory of the Tenderer. The signing of every page of the Tender Document by the Tenderer shall be deemed to mean that the Tenderer has read, understood and accepted all the terms and conditions mentioned herein.

3.5.5 A Tenderer, who submits or participates in more than one bid shall be disqualified and shall also cause disqualification of all the Consortia in which it is a Member.

3.5.6 The Tenderer shall bear all costs associated with the preparation of the tender and BMRCL shall in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Selection process.

3.5.7 BMRCL reserves the right to out rightly reject conditional tenders without assigning any reason whatsoever.

3.6 Deadline for submission of the Bids

3.6.1 Tenders must be submitted online through Karnataka Public Procurement Portal (eProcurement Portal) on or before the date and time specified in the eProcurement Portal and in time submission of Bid is the responsibility of the Bidder.

Original Documents (Hard copy) as listed under clause 3.5.2 of Section-III shall be submitted in the place, date & time as specified in Clause 3.4.7 of Section-III.

3.6.2 BMRCL may, at its discretion, extend the date for the submission of Bid by amending the Bid Documents, in which case all rights and obligations of BMRCL and the Tenderer previously subject to the original deadline shall thereafter be subjected to the deadline as extended.

3.6.3 In online e-Procurement Portal, the Bidder shall not be able to submit the Bid after the last date and time for submission as the icon for the task in the e-Procurement Portal will be disabled.

3.6.4 Hard copies of those Bids which have been uploaded in the e-Procurement Portal successfully will only be considered for evaluation. Hardcopies received by BMRCL after the deadline for submission as mentioned in Clause 3.4.7 of Section-III will be rejected.

3.7 Tender Opening (Opening of Qualification cum Technical Bids):

3.7.1 First, the Employer will open the EMD and verify the EMD at the time and date specified in the eProcurement Portal.

3.7.2 Further, the Employer will open the 'Qualification Cum Technical Bid' of the Tenders whose EMD has been found acceptable, through e-Procurement Portal. If EMDs are not in proper form, the 'Qualification Cum Technical Bid' will not be opened for such Tenderers.

3.7.3 Interested Tenderers or their authorized representatives who choose to attend or may view the same on the portal on the scheduled date and time from their end. In the event of the specified date for Tender opening being declared a holiday by the Employer, the Tenders will be opened at the appointed time and location on the next working day.

3.7.4 The Tenderers will be examined for the following submittals:

i. Presence of valid EMD/Tender Guarantee,
ii. Presence of 'Qualification cum Technical Bid',
iii. Submission of original documents as per Clause 3.4.7 of Section-III.

3.7.5 The Employer will evaluate and determine whether each Tender:

a. meets the eligibility and qualification criteria defined in ITT clause 2.6;
b. is accompanied by the required EMD as per stipulations in ITT Clause 2.8;
c. is substantially responsible for the technical requirement stipulated in Clause 3.2 of Section-III.

The Employer will draw out a list of qualified Tenderers.

3.7.6 Tenders which are not accompanied by a valid EMD, or are accompanied by an unacceptable or fraudulent EMD shall be considered as non-responsive and rejected. All decisions whether a Tender is non-responsive, unacceptable or whether a EMD is fraudulent or unacceptable or non-compliant will be that of the Employer.

3.7.7 If any Tender contains any deviation from the Tender documents and /or if the same does not contain EMD in the manner prescribed in the Tender documents, then that Tender is liable for rejection. Incomplete Tenders in respect of above would be rejected.

3.7.8 Tenderers, whose 'Qualification cum Technical Bid' are found acceptable after evaluation, would be informed of the date and time of opening of 'Financial Bid' through e-Procurement Portal.

3.8 Evaluation Process (Opening and Evaluation of Bids)

3.8.1 BMRCL shall first open the EMD and check if the Earnest Money Deposit is in proper form, and after being satisfied shall open the Qualification cum Technical bid on the date and time, specified in the eProcurement Portal.

3.8.2 BMRCL will subsequently examine and evaluate the submissions in accordance with the provisions set out in Section IV.

3.8.3 Tenderers are advised that qualification of Tenderers will be evaluated based on the criteria specified under Section-IV. Tenderers will be deemed to have understood and agreed that no explanation or justification on any aspect of the tendering process or selection will be given.

3.8.4 Any information contained in the Bid shall not in any way be construed as binding on the BMRCL, its agents, successors or assigns, but shall be binding against the Tenderer if subsequently selected as Licensee, on the basis of such information.

3.8.5 BMRCL reserves the right not to proceed with the tendering process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.

3.8.6 If any information furnished by the Tenderer is found to be incomplete, or contained in formats other than those specified herein, the BMRCL may, in its sole discretion, choose to seek information / clarification from the Tenderer or take suitable decisions for non-consideration of relevant submission.

3.8.7 Where any information is found to be patently false or amounting to a material misrepresentation, the BMRCL reserves the right to reject the Bid in accordance with the provisions of tender.

3.8.8 The Financial Bid of the Tenderers, whose 'Qualification cum Technical Bid' were found acceptable, shall be opened by Tender Opening Committee in the presence of the Tenderer's representatives who choose to attend and also can view the opening on e-Procurement portal from their end. In the event of the specified date for Financial Bid opening being declared a holiday by the Employer, the Tenders will be opened at the appointed time on the next working day.

3.8.9 All decisions whether a bid is non- responsive, unacceptable or whether a Bid Security (EMD) is fraudulent or unacceptable or non- compliant, will be that of BMRCL. BMRCL reserve the right to accept or reject any bid, to annul the tendering process and reject all bids at any time prior to award of Contracts, without thereby incurring any liability to the affected Tenderer or tenderers, or any obligation to inform the affected Tenderer or tenderers of the grounds for its action.

3.9 BIDS BY A JV/CONSORTIUM OF FIRMS

In case of a Bid by a JV/Consortium of firms:

3.9.1 There can be a maximum of **three (3) members** in a JV/consortium. The member of one joint venture/consortium shall not be a member of other joint venture/consortium those are participating in the bidding / tender process.

3.9.2 The credentials/capabilities of only those members with amount of participation equal to or **greater than 26%** in the JV/Consortium shall be considered relevant for evaluation ("Relevant Members"). It is clarified that the financial capabilities of any other Group Company, or holding company or subsidiary company of any Bidder/consortium member shall not be considered for evaluation unless such company is also a part of the joint venture/consortium with minimum 26% amount of participation in the JV/Consortium.

3.9.3 Each consortium must specify the proposed amount of participation of members and nominate a Lead Member of the JV/Consortium. Such nominated **Lead Member should hold more than 35%** stake in the shareholding of the JV/Consortium. This shall be enshrined in the Memorandum of Understanding (MOU) signed by all JV/Consortium members and submitted along with this bid. (Please refer Annexure 3 in this regard).

3.9.4 If the successful Bidder is a JV/Consortium of firms, then all the JV/Consortium Members and Bangalore Metro Rail Corporation Limited shall be a party to the License Agreement and jointly severally responsible for the performance of the contract. The joint venture/consortium shall have to furnish Notarized Power of Attorneys by all members of the joint venture/consortium in favor of their authorized nominated official to enter into the MOU, but all the JV/Consortium members shall continue to be responsible and liable for due performance of all the obligations and responsibilities assumed by them under the Agreement.

3.9.5 There shall be no change in the consortium's proposed Amount of Participation as mentioned in the submitted tender, till the Completion of the tenure. If there are changes in the joint venture/consortium structure before Completion of the tenure, the Bidder must take prior approval of BMRCL.

3.9.6 The Relevant Members (i.e. Members who had stake of 26% or more at the time of bidding) of the JV/Consortium shall together maintain a minimum participation/equity stake of 51% of the aggregate shareholding of the JV/Consortium Firm at all times. Any deviation from the above Participation/ shareholding structure shall expressly be with the prior consent of BMRCL. Further,

any change in the Amount of Participation/ Equity shareholding pattern of The Consortium Firm during the tenure period resulting in change in management control shall be notified to BMRCL and prior permission taken, which shall not be unreasonably denied. As and when the Single Point of Contact is created and entrusted the task of implementing the project, the constitutional documents of the Single Point of Contact and Board Resolutions authorizing the execution, delivery and performance of such tasks will have to be submitted to BMRCL.

3.9.7 All members of the JV/ Consortium shall be liable jointly and severally, to honor and abide with the terms and conditions of the License Agreement.

3.9.8 All correspondence or communications will be done by the Lead Member (or authorized representative of Lead Member) of joint venture/consortium supported by POA of each member to the authorized representative of lead member in a consortium.

3.9.9 Any individual Bidder or member of a joint venture/consortium cannot be member in another joint venture/consortium and participate in this tender.

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SECTION - IV

EVALUATION OF QUALIFICATION CUM TECHNICAL BID

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4 SECTION – IV: EVALUATION OF QUALIFICATION CUM TECHNICAL BID

4.0 STAGE 1: EVALUATION OF QUALIFICATION CUM TECHNICAL BID

4.1 Tests of responsiveness of Qualification cum Technical Bid

4.1.1 Prior to evaluation of the Qualification cum Technical Bid, BMRCL shall determine whether each submission in the Qualification cum Technical Bid is responsive to the requirements of the Tender Document. The Qualification cum Technical Bid shall be considered responsive only if:

(a) The Financial and technical requirements as detailed in Clause 2.6 of ITT is met, and documents support the same are duly submitted as part of Tender submission.
(b) Duly filled Bid Application Form with the entire checklist of documents sought after is submitted.
(c) it contains all the information and documents (complete in all respects) as requested in this document or submit such clarifications sought within the prescribed time;
(d) it contains information in formats same as those specified in this document;

4.2 Clarifications

4.2.1 To facilitate evaluation of submissions in the Qualification cum Technical Bid, the BMRCL may, at its sole discretion, seek clarifications from any or all Tenderer(s) regarding its/their submissions. Such clarification(s) shall be provided within the time specified by BMRCL for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in accordance to ITT clause 2.9.1.

4.2.2 If a Tenderer does not provide clarifications sought within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, BMRCL may proceed to evaluate the submissions in the Qualification cum Technical Bid by construing the particulars requiring clarification to the best of its understanding, and the Tenderer shall be barred from subsequently questioning such interpretation of BMRCL.

4.2.3 Only Financial Bids of those Tenderers who meet the eligibility and technical criteria shall be considered to participate in the opening of Financial Bid.

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SECTION - V

EVALUATION OF FINANCIAL BID

5. SECTION – V: EVALUATION OF FINANCIAL BID

5.1 Contents of Financial Bid(s)

The Financial Bid for Optical fibres for the eleven sections as listed in Annexure -1 and the Tenderer shall fill in and complete the Pricing document (Financial Bid as per Annexure-9A) online through Karnataka Public Procurement Portal (eProcurement portal) only. **No hardcopy of commercials should be attached or disclosed elsewhere**. The Tenderer shall quote the unit rate in Words & Figures. In the event of any difference between figures and words, the amount quoted in words shall be taken into account. Financial Bids will be evaluated based on the **highest license fee quoted will be treated as the H1 Bidder.** The tenderer quoting the next highest rate will be treated as the 2nd. highest bidder (H2) and so on.

5.2 Opening of Financial Bids

5.2.1 BMRCL shall notify the Tenderers who meets the Qualification criteria and substantially technically compliant, indicating the date and time set for opening the Financial Bids.

5.2.2 The Financial Bid of the Tenderers, whose 'Qualification cum Technical Bid' were found acceptable, shall be opened by Tender Opening Committee in the presence of the Tenderer's representatives who choose to attend and also can view the opening on e-Procurement portal from their end. In the event of the specified date for Financial Bid opening being declared a holiday by the Employer, the Tenders will be opened at the appointed time on the next working day.

5.2.3 The Tenderers' names, the Tender prices, the total amount of each Tender, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender opening.

5.2.4 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-clause 3.7.3 of Section-III. The Tenderer's designated representatives who choose to attend the Tender opening will be required to sign the minutes recorded during the Tender opening. The omission of Tenderer's signature on the minutes shall not invalidate the content and effect of the record.

5.3 Tests of responsiveness

5.3.1 Prior to evaluation of Financial Bids, BMRCL shall determine whether each Financial Bid is responsive to the requirements of the Bid Document. A Financial Bid shall be considered responsive only if:

(a) The complete Pricing document (Financial Bid) fill in online through Karnataka Public Procurement Portal (eProcurement portal);
(b) It does not contain any condition, or deviation.

5.3.2 BMRCL reserves the right to reject any Financial Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by BMRCL in respect of such Bid.

5.4 Correction of Errors

The License Fee indicated in the Financial Bid shall be final and no adjustment /corrections to the Tender prices shall be made on any account. The Employer will evaluate and compare the Financial Bids of all Tenders.

5.5 Selection of Qualified Bidder

5.5.1 The availability of fibre pairs in eleven sections is tabulated in Annexure 1. A tenderer can quote for any number of fibre pairs for the eleven Sections subject to maximum numbers of fiber pairs provided in Annexure -1 for each of the section. The tenderer is advised to quote strictly within the available number of fiber pairs in Annexure 9B, otherwise his bid is liable for rejection. The fibre pairs will be allotted section wise.

The technically eligible Bidder, who quotes the highest License Fee shall be treated as the highest Bidder (H1). The bidder quoting the next highest rate will be treated as 2nd highest bidder (H2) and so on. The first allotment of the fiber pairs shall be to the number of fiber pairs quoted for the section by the highest bidder (H1). Thereafter, the 2nd highest (H2) bidder will be offered from the remaining pairs in that section, provided the 2nd highest bidder (H2) matches the rate of the highest bidder (H1). If pairs are still remaining then the same will be offered to 3rd highest (H3), 4th highest (H4) and so on, provided they match the rate of highest bidder (H1).

5.5.2 If the requirement of fiber pairs are more than the offered quantities at Annexure-1 (by summing up the requirements of different bidders in Annexure-9B), BMRCL may explore to fulfill these requirement subject to feasibility, provided the 2nd highest bidder (H2), 3rd highest bidder (H3) etc. agree to match the highest offer (H1) for that section.

If multiple bidders have quoted the same H1 price, priority for allotment of fibers shall be given to the bidder quoting for maximum number of fiber pairs cumulatively.

5.5.3 Any tenderer can quote additional requirements for a section over and above that given in Annexure-1, at Annexure-9B. BMRCL may explore and fulfill these requirements subject to feasibility and on the condition that the tenderer agrees to match the rate of the highest bidder (H1) for that section.

5.5.4 After selection, Letter of Acceptance (the "LoA") shall be issued, in duplicate, by BMRCL to the Selected Tenderer(s) and the Selected Tenderer shall, within 15 (fifteen) days of the receipt of the LoA, sign and return the duplicate copy of the LoA in token of acceptance and acknowledgement of LoA. In the event the duplicate copy of the LoA duly signed by the Selected Tenderer is not received by the stipulated date, BMRCL may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Tenderer as Damages on account of failure of the Selected Tenderer to unconditionally accept the terms of LoA.

5.5.5 Selected Tenderer shall be required to submit required Interest Free Security Deposit/ Performance Security within thirty (30) days of issue of LoA without consideration of any interest and up to 45 days with 2% flat interest per month on balance unpaid amount remaining after 30 days. If the Selected Tenderer fails to submit Interest Free Security Deposit/Performance Security within 30 days of the issue of LoA, unless extended by BMRCL at its sole discretion or deposit the required dues as mentioned in LoA along with interest (if any) maximum within 45 days of issue of LoA, the LoA shall liable to be cancelled and amount of Bid Security(EMD) shall be forfeited by BMRCL. The Selected Tenderer voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration, whatsoever on this account.

Days from issuance of LoA	Rate of penal surcharge
Up to 30th day	NIL
31st to 45th day	@ 2% flat per month on balance unpaid amount

5.5.6 After acknowledgement of the LoA and payment of dues in accordance with LoA, the Selected Tenderer shall execute the License Agreement within 45 days after payment of dues as per LoA. The Selected Tenderer shall not be entitled to seek any deviation, modification or amendment in the License Agreement.

5.5.7 Sequence of events on selection of bidder:

Sl. No.	Stages of Activity	Time Period
1.	Submission of Interest Free Performance Guarantee & Security Deposit to BMRCL by the Selected Bidder	Prior to signing of the License Agreement and within 30 days from the date of issue of the Letter of Acceptance by BMRCL.
2.	Fibers to be handed over to Selected Bidder	BMRCL shall carry out a joint inspection of the Location with the Selected Bidder within 15 (Fifteen) days from the date of acceptance of LoA for making over of fibers.
3.	Duration of License Period	5 (Five) years from date of handing over of fibers.
4.	Signing of License Agreement	Bidder shall execute the License Agreement for all the fibers allotted under this tender within 45 days of receipt of full LoA payments.
5.	Commencement of License Fee	Same terms as mentioned in Section-VII – Annexure – 10 - Indicative Draft License Agreement – Page No. 78 – Item No. 5.2.
6.	Payment of FIRST QUARTERLY Advance License Fee to BMRCL by Licensee.	Within 30 days of date of issuance of LoA.

SECTION - VI

TERMS AND CONDITIONS OF CONTRACT

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6 SECTION-VI: TERMS AND CONDITIONS OF CONTRACT

6.0 Terms and Conditions of Contract

6.1 EXECUTION OF LICENSE AGREEMENT:

The Successful Tenderer will be required to execute the License Agreement within 30 days from the date of issue of the Letter of Acceptance by BMRCL. Prior to signing of the License Agreement, the successful Tenderer shall: -

a) pay Interest Free Security Deposit / Performance Security to BMRCL in advance equivalent to Six (6) Months license fee for OFC and space, at the rate applicable for final year of License Agreement, within the time as stipulated in Clause 5.5.5 of Evaluation of Bids.

b) pay the interest free Security Deposit/ Performance Security in the following form: Demand draft/irrevocable Bank Guarantee/Electronic Bank Guarantee(e-BG) issued by an Indian Scheduled Bank (excluding co-operative Bank) or from a scheduled Foreign Bank as defined in section 2(e) of RBI Act 1934 read with second schedule drawn in favour of "Bangalore Metro Rail Corporation Ltd' and payable & extendable at a designated branch in Bangalore (Specify the name of the branch and address)". The form of Bank Guarantee for Performance Security is given as Annexure-10.5 in Section-VII.

c) In case of a joint venture, the Interest Free Security Deposit / Performance Security is to be submitted in the name of the JV. However, splitting of the Interest Free Security De- posit / Performance Security (while ensuring the security is in the name of JV) and its submission by different members of the JV for an amount proportionate to their participation ratio or otherwise is also acceptable.

d) Interest Free Security Deposit / Performance Security shall be refundable after successful completion of License period subject to minimum of Lock-in period of three (3) Years as provided in Termination/Surrender Clause in Draft License Agreement after adjusting any payable dues, without any consideration of interest.

6.1.1 The successful Bidder, in case being a company, shall submit certified true copies of all resolutions adopted by its/their Board of Directors authorizing it/them for execution, delivery and performance of the License Agreement to BMRCL before the signing of License Agreement.

6.1.2 In case the successful Bidder is a Joint Venture/Consortium, the License Agreement shall be signed by all the members of the JV/Consortium.

6.1.3 Successful bidder shall ensure that it does not in any way impinge on the safety and security of metro operations, passenger safety, commuter's convenience, safety of metro properties and its assets.

6.1.4 Failure to meet above conditions will result in a breach of contract and BMRCL shall be entitled to cancel the award without being liable in any manner whatsoever to the successful Bidder and to forfeit the Tender Security (EMD) as Damages.

6.1.5 The cost of Stamp Duty for execution of License Agreement, Registration Charges and any other related Legal Documentation charges/incidental charges shall be borne by the successful Bidder.

6.1.6 In case of failure on the part of the successful Bidder to sign the License Agreement within the stipulated time, BMRCL reserves its rights to cancel the Award and forfeit interest free Security Deposit and any other amount deposited till that time without being liable in any manner whatsoever to the successful Bidder.

6.1.7 Security Deposit: The Licensee shall submit Interest Free Security Deposit / Performance Security to BMRCL equivalent to 6 (six) months License Fee applicable for final year of license tenure. In case of subsequent handing over of additional Fibre/area to the licensee, Interest Free Security

Deposit/ Performance Security shall be updated as per updated Fibers/area under possession of licensee.

6.2 Commencement of License Fee:

The License Fee shall commence from 45 days after the date of handing over of first lot of OFC/space.

6.3 Payment Terms:

a) The License Fee of Optical Fibre, License Fee of Space, Cable Tray charges and Maintenance charges shall be increased annually by 7% on a compounding basis after completion of one year from the date of Commencement of License Agreement.

b) The quarterly license fee for OFC and space and other dues shall be payable within 15 days of last working day of a running quarter. The entire end to end length of each individual fibre section as detailed in Annexure-1 in Bid Document shall be licensed to the Licensee. Accordingly, the License Fee shall be charged for the actual length of end to end fibre of entire licensed section, even if a part of it used by Licensee.

c) The License Fee of Space shall be charged for the actual carpet area of space handed over subject to minimum of 1 (one) sq.m at each location.

6.4 All taxes and duties including GST imposed by Central/ State government or local bodies shall be extra and shall be paid by Licensee. Any increase in the rates of statutory levies/local taxes as and when imposed by Government /local bodies including any new tax imposed shall be payable by the Licensee. However, property tax, if any shall be borne by BMRCL.

6.5 Licensee shall pay to BMRCL on Quarterly basis all payments requested as per details and rates indicated in the table below.

Sl No	Item	Rates for Licensing of Spare Optical Fibres (excluding taxes & duties, cess)
1.	License Fee	(As accepted by BMRCL)
2.	Maintenance Charges	Rs. 700/- per pair per km Per Month
3.	Cable Tray Charges for use of existing cable tray	Rs. 1,700/- per Station Per Month + GST
4.	Electrical Installation Charges Including Substation license Rent	As per BESCOM HT commercial tariff and associated deposits and charges as applicable from time to time on back to back basis
5.	Usage Charges of Power	As per BESCOM rates and associated deposits and charges as applicable form time to time on back to back basis
6.	Interest Free Power Consumption Deposit	As per prevailing/applicable rates
7.	Rates for Licensing of Space (If required and allotted)	Rs. 12,240/- Per Sqm Per Month plus Maintenance charges of Rs. 4,320/- Per Station Per Month (will be revised periodically)
8.	Interest Free Security Deposit /Performance Security	6 months license fee for OFC and space applicable for the final year of the License Agreement.

6.6 The subject Spare Optical Fibres for bidding shall be used as per existing regulatory norms by the Bidder and BMRCL reserves the right to ensure that there is no violation of the same. The fibers licensed should be utilized only by the licensee as per terms and conditions mentioned in the LoA & License agreement. The selected Bidder shall also be required to take, prior approval from all the relevant authorities, DoT, TRAI, legal, statutory, etc. as per the applicable laws for operation of business.

6.7 The stipulated Fibres on the route/section of fiber shall be handed over to the Licensee within 30 days from the date of receipt of full payment in accordance with Letter of Acceptance (LOA) after joint testing of fibers. If the Licensee fails to take over the stipulated spare fibre within specified period, the stipulated spare fibers shall be deemed handed over to licensee on 30th day from the date of receipt of full payment in accordance with Letter of Acceptance (LOA).

6.8 All the Fibres as mentioned in the Annexure-1 are tentative and are subject to change. The License Fee from selected bidder shall be charged according to actual length of Optical Fibre measured through OTDR. BMRCL may also provide space for installation of equipment, power supply etc. as per requirement of the Licensee at the metro stations as per charges mentioned in Draft License Agreement. The minimum space provision will be of size 01mX01m and space usage by bidder below 01mX01m will also be charged for the minimum size of one square meter. Any requirement of space above one sq. meter will be made available as per charges mentioned in Clause 6.5 above, subject to feasibility and availability. Licensee will be permitted to surrender space and power requirement as per site condition as one-time option. Beyond that no such surrender will be entertained. Payment will be as per actual usage.

6.9 Dropping of fibers may be permissible subject to availability and feasibility at stations only. The cable tray and space charges shall be applicable as stipulated in bid document. Wherever licensee uses the dropping facility, the optical fiber cable used by them for elevated stations shall be FRLS type and in case of Underground stations OFC used shall be FRLSZH type. The first quarterly license fee of OFC and space shall be paid to BMRCL within 30 days of issue of letter of acceptance. Thereafter, the quarterly license fee would be payable within 15 days of last working day of a running quarter. BMRCL will issue the E-invoice with applicable GST either on the last date of completion of the quarter or on the first day of the next quarter. Fibres shall be handed over within 30 days from the date of receipt of payment as stipulated in Letter of Acceptance (LoA). The License Agreement shall be executed within 45 days after payment of dues as per LoA. In case of delay in payment the case will be dealt as per clause 6.11 of draft license agreement.

6.10 BMRCL shall ensure non-disruption of fibers to the level of 99.5%. In case of disruption time of Fibre exceeds 0.5% per quarter, BMRCL shall provide 1% discount in License Fee for each 1.0% percent fiber disruption time in the concern quarter. The down time shall be reconciled on quarterly basis and the adjustment shall be done in subsequent quarter. Bidders shall be liable for disqualification, if it is determined, at any stage of the bidding process, that the Bidders shall be unable to fulfill the requirements of the project or of the technical/eligibility criteria at this stage. The Bidder shall have a valid Unified License/IP Registration Certificate issued from Department of Telecommunication or any other duly government authorized agencies during the License period failing which it shall be treated as a Licensee's Event of Default.

6.11 Tenure of License Agreement: The tenure of License Agreement shall be 5 (five) years subject to lock-in period of 3 (three) years from date of handover of the first fiber pair unless otherwise terminated as provided in termination clause in Draft License Agreement. Tenure of the License Period of the Optical Fibre or Space handed over subsequently shall be co - terminus with above period irrespective of date of actual handing over. BMRCL at its discretion reserves the right to extend the tenure of the License Agreement for a further period up-to one year with the same annual increase in license fees, etc,; at the same terms and conditions of the contract.

6.12 Sub leasing of fibers is not allowed. However, Tenderers will be allowed to use the fibers for extending the sevices to their customers only.

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SECTION - VII
ANNEXURES

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Annexure-1

SPARE OPTICAL FIBERS IN BMRCL NETWORK

Sl. No.	Section Name	Line	Total Number of Fiber Pairs offered for Leasing	Approx. Fiber length in Km for 01 fiber pair*	Dropping Available at (Station Names)
1.	Baiyappanahalli to M G Road	R-1	8	6.7	Baiyappanahalli, S V Road, Indiranagar, Halasuru, Trinity Circle, M G Road
2.	Magadi Road to Mysore Road	R-2	11	6.4	Magadi Road, Hosahalli, Vijayanagar, Attiguppe, Deepanjalinagar, Mysore Road
3.	Nagasandra to Mantri Square Sampige Road	R-3	2	12.4	Nagasandra, Dasarahalli, Jalahalli, Peenya Industry, Peenya, Goruguntepalya, Yeshwanthpur, Sandal Soap Factory, Mahalakshmi, Rajajinagar, Kuvempu Road, Srirampura, Mantri Square Sampige Road
4.	National College to Yelachanahalli	R-4	9	8.0	National College, Lalbagh, South End Circle, Jayanagar, R V Road, Banashankari, J P Nagar, Yelachanahalli
5.	M G Road to Magadi Road	UG-1-2	9	4.8	M G Road, Cubbon Road, Vidhan Soudha, Sir M V Station(Central College), Kempegowda(Majestic), KSR railway Station, Magadi Road
6.	Mantri Square Sampige Road to National College	UG-3-4	6	4.5	Mantri Square Sampige Road, Kempegowda(Majestic), Chickpet, K R Market, National College
7.	Baiyappanahalli to Whitefield	R-1 Extn.	5	15.6	Baiyappanahalli, Benniganahalli, K.R.Puram, Singayyanapalya, Garudacharpalya, Hoodi, Seetharampalya, Kundalahalli, Nallurhalli, Sri Satya Sai Hospital, Pattandur Agrahara, Kadugodi Tree Park, Channasandra and Whitefield
8.	Mysore Road to Challaghatta	R-2 Extn.	5	9.7	Mysore Road, Nayandahalli, Rajarajeshwarinagar, Jnanabharathi, Pattangere, Kengeri Bus Terminal, Kengeri and Challaghatta
9.	Nagasandra to BIEC	R-3 Extn.	5	3.8	Nagasandra, Manjunathnagar, Jindal, BIEC
10.	Yelachanahalli to Silk Institute	R-4 Extn.	5	6.1	Yelachanahalli, Konanakunte Cross, Doddakallasandra, Vajrahalli, Thalaghattapura, Silk Institute
11.	R V Road to Bommasandra	R-5	5	18.1	R V Road, Ragigudda, Jayadeva Hospital, BTM Layout, Silk Board, Bommanahalli, Hongasandra, Kudlu Gate, Singasandra, Hosa Road, Beratena Agrahara, Electronic City, Infosys, Huskur Road, Hebbagodi, Bommasandra

*It may be noted that Fibre lengths mentioned above are tentative and actual length to be considered for leasing will be as per OTDR readings jointly checked at the time of handover of Fibre pairs.

Annexure-2

Letter of Bid

(On Official letterhead of the Bidder)

No: Dated:

To,
Managing Director
Bangalore Metro Rail Corporation Ltd,
III Floor, B.M.T.C. Complex,
K.H.Road, Shanthinagar,
Bangalore-560027.

Dear Sir,

Sub: Bid for License of Spare Optical Fibre in Phase-1 & Phase-2 of BMRCL network.

With reference to your Tender Document Number ----------, I/we, having examined the Tender Documents and understood their contents, hereby submit my/our Bid for License of Optical Fibre in Phase-1 & Phase-2 of BMRCL network. The Bid is unconditional and unqualified.

1. I/ We acknowledge that BMRCL shall be relying on the information provided in the Tender and the documents accompanying the Tender for selection of the Licensee for the aforesaid subject, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
2. This statement is made for the express purpose of our selection as Licensee for the afore- said subject. I/ We shall make available to BMRCL any additional information it may find necessary or require to supplement or authenticate the Bid.
3. I/ We acknowledge the right of BMRCL to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
4. I/ We declare that:
   a) I/ We have examined and have no reservations to the Tender Documents, including Addendum / Corrigendum, if any, issued by BMRCL; and
   b) I/ We do not have any conflict of interest in accordance with provisions of the Tender document; and
   c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as stipulated in the Tender document, in respect of any tender or request for proposal issued by or any agreement entered into with BMRCL; and
   d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the Tender, no person acting for us or on our behalf has engaged or shall engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
5. I/ We understand that BMRCL may cancel the Tendering Process at any time and that BMRCL is neither bound to accept any Bid that BMRCL may receive nor to invite the Tenderers to Bid for the above subject, without incurring any liability to the Tenderers, in accordance with provisions of the Tender document.
6. I/ We acknowledge and undertake that I/We fulfill the Eligibility Criteria. I/We have enclosed necessary documents in support of the Eligibility Criteria in the manner prescribed in Tender document.

7. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by BMRCL in connection with the selection of the Bidder, or in connection with the Tendering Process itself, in respect of the above mentioned subject License and the terms and implementation thereof.

8. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a License Agreement in accordance with the draft that has been provided to me/ us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

9. I/ We have studied all the Tender Documents carefully and also surveyed the BMRCL stations. We understand that except to the extent as expressly set-forth in the License Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by BMRCL or in respect of any matter arising out of or relating to the Tendering Process including the award of License.

10. I/ We offer EMD to BMRCL in accordance with the Tender Document. The documents accompanying the Bid, as specified in the Tender, have been submitted in a e-Procurement Portal.

11. I/ We agree and understand that the Bid is subject to the provisions of the Tender Documents. In no case, I/we shall have any claim or right of whatsoever nature if the license as mentioned in above subject is not awarded to me/us or our Bid is not opened or rejected.

12. The Financial Offer has been quoted by me/us after taking into consideration all the terms and conditions stated in the Tender, Draft License Agreement (Annexure-10), addenda /corrigenda, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.

13. I/ We agree and undertake to abide by all the terms and conditions of the Tender document.

14. I/We agree and undertake to be jointly and severally liable for all the obligations of the Licensee under the License Agreement for the License period in accordance with the Agreement.

15. I/ We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the Tender.

16. I/ We hereby submit bid documents i.e. Tender documents and Draft License Agreement duly signed as token of unconditional acceptance of all terms and conditions set out herewith.

17. I/We declare that the submitted Tender documents are same as downloaded from e-Procurement portal. I/We have not made any modification / corrections / additions etc. in the Tender Documents. I / We have checked that no page is missing and all pages are legible and indelible. I / We have properly bound the Tender Documents. In case at any stage, it is found that there is any difference in the downloaded Tender Documents from the original Tender Documents available at e-Procurement portal, BMRCL shall have the absolute right to reject my/ our bid or terminate the license agreement after issue of Letter of Acceptance, without any prejudice to take any other action as specified for material breach of conditions of Tender/ License Agreement.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the Tender document.

(Signature, name and designation of the Authorised signatory)
Name and seal of Bidder

Date:

Place :

Annexure-3

Details of the Tenderer

1. (a) Name :

   (b) Country of incorporation :

   (c) Address of the corporate headquarters :

   (d) Address of registered office in India :

   (in case of foreign Companies)

2. Details of individual(s) who shall serve as the point of contact/ communication for BMRCL within the Company:

   (a) Name :

   (b) Designation :

   (c) Company :

   (d) Address :

   (e) Telephone Number :

   (f) Fax Number :

   (g) E-Mail Address :

3. In case of JV:

   a. The information above (1 & 2) shall be provided for all the members of the JV.

   b. Information regarding role of each member:

Sl. No.	Name of Member	Proportion of Equity to be held in the JV	Role*
1			
2			
3			

Signed.....

(Name of the Authorised Signatory)

For and on behalf of

(Name of the Bidder)

Designation

Place:

Date:

Annexure – 4

Power of Attorney of Bidder

(To be stamped in accordance with Stamp Act, if any, applicable for the issuing bank)

Know all men by these presents, pursuant to the Board resolution dated _____, We (name and address of the registered office) do hereby constitute, appoint & authorize Mr./Ms._____ (name and residential address) who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid, including signing and submission of all documents and providing information / responses to BMRCL, representing us in all matters before BMRCL, and generally dealing with BMRCL in all matters in connection with our Bid including signing of License Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For

_____

Accepted

(Signature)

(Name, Title and Address) of the Attorney

Note: -

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*

*** It should be on non-judicial stamp paper of appropriate value at least duly notarized with supported by copy of Board of Resolution passed for this purpose only in case of company.*

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Annexure – 5

JV/Consortium Agreement/Memorandum of Understanding

(To be stamped in accordance with Stamp Act, if any, applicable for the issuing bank)

This JV/Consortium Agreement/Memorandum of Agreement is executed at BANGALORE on this __ day of _____, 2024

BETWEEN

Mr. _____ R/o _____ OR

M/s_____, a Company incorporated under the Companies Act, 1956 and having its Registered Office at _____ acting through its

_____ duly authorized by a resolution of the Board of Directors dated ____ (hereinafter referred to as the "LEAD MEMBER" which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the ONE Part;

AND

Mr. _____ R/o_____ OR M/s

_____, a Company incorporated under the Companies Act, 1956 and having its Registered Office at _____ and acting through its _____, duly authorized by a resolution of the Board of Directors dated _____ (hereinafter referred to as the ("Participant member") which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the OTHER/SECOND PART

AND

Mr. _____ R/o _____ or M/s _____, a company incorporated under the Companies Act, 1956 and having its Registered office at _____ and acting through its , duly authorized by a resolution of the Board of Directors dated _____ _____ (hereinafter referred to as the ("Participant member") which expression unless excluded by or repugnant to the subject or con- text be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the THIRD PART]

Whereas BANGALORE Metro Rail Corporation Limited (hereinafter referred to as "BMRCL") has invited Bids for the "....." in terms of the Tender documents issued for the said purpose and the eligibility conditions required that the Bidders bidding for the same should meet the conditions stipulated by BMRCL for participating in the bid by the Consortium for which the Bid has been floated by BMRCL.

AND WHEREAS in terms of the Tender documents both the parties jointly satisfy the eligibility criteria laid down for a Bidder for participating in the bid process by forming a Consortium between themselves.

AND WHEREAS both the parties hereto have discussed and agreed to form a Consortium for participating in the aforesaid bid and have decided to reduce the agreed terms to writing.

NOW THIS CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT HEREBY WITNESSES:

1. That in the premises contained herein the Lead Member and the Participant Member having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in the Tender process for "……" in terms of the Bid invited by BANGALORE Metro Rail Corporation Ltd., (BMRCL).

2. That the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by BMRCL for awarding the Tender to the Consortium so that the Consortium may take up the aforesaid "……" (name of work) in case the Consortium turns out to be the selected Bidder in the bid being invited by BMRCL for the said purpose.

3. That all the members of the Consortium have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfills the pre- qualification/ eligibility criteria stipulated for a Bidder, to participate in the bid for the said Tender process for "……"

4. That the Consortium have agreed to nominate _____,_____ and _____ as the **common representative (Leader)** who shall be authorized to represent the Consortium for all intents and purposes for dealing with BMRCL and for submitting the bid as well as doing all other acts and things necessary for submission of Tender documents such as Bid Application Form etc., Mandatory Information, Financial Bid, Etc., to incur liabilities and receive payments and such other documents as may be necessary for this purpose.

5. That the share holding of the members of the Consortium for this specified purpose shall be as follows:

   (i) The Lead Member shall have _____per cent (___%) of shareholding with reference to the Consortium for this specified license agreement.

   (ii) The Participant Member - 1 shall have __(___%) of shareholding with reference to the Consortium for this specified license agreement.

   (iii) The Participant Member - 2 shall have ___(__%) of shareholding with reference to the Consortium for this specified license agreement.

6. That in order to fulfill the requirement of the allotment process and also keep an altogether separate legal entity of the Consortium, the Members of the Consortium undertake to provide their own nominees as shareholders to the extent of their respective shareholding for the purpose of formation of a Special Purpose Vehicle (SPV) through which the Consortium proposes to undertake the work.

7. That in case to meet the requirements of Tender documents or any other stipulations of BMRCL, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said project.

8. That it is clarified by and between the members of the Consortium that execution to this Consortium Agreement/Memorandum of Agreement by the members of the Consortium does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the members of the Consortium shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Consortium Agreement is limited in its operation to the specified project.

9. That the Members of the Consortium undertake to specify their respective roles and responsibilities for the purposes of implementation of this Consortium Agreement and the said project if awarded to the Consortium in the Memorandum & Articles of Association of the proposed Special Purpose Vehicle to be got incorporated by the Consortium Members to meet the requirements and stipulations of BMRCL.

10. The members regardless of their respective share of the Contract works, are jointly and severally responsible for the fulfillment of the contract together with all obligations and liabilities under and arising from the Contract.

11. The MoU shall also include Roles and responsibilities of each member of the JV/Consortium.

IN FAITH AND TESTIMONY WHEREOF THE PARTIES HERETO HAVE SIGNED THESE PRESENTS ON THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN.

1. (_____)	2.(_____)	3. (_____)
Authorized Signatory	Authorized Signatory	Authorized Signatory
(_____)	(_____)	(_____)
For (Name of company)	For (Name of company)	For (Name of company)

Enclosure: Power of Attorney along with Board resolution of each of the Consortium Members authorizing:

(i) Execution of the Consortium Agreement, and
(ii) Appointing the authorized signatory for such purpose.

Annexure- 6

Affidavit

(To be stamped in accordance with Stamp Act, if any, applicable for the issuing bank)

I, ... S/o ....., resident .... the .....(insert designation) of the .....(insert name of the single bidder/consortium member if a consortium), do solemnly affirm and state as follows:

1.0. I say that I am the authorized signatory of .....(insert name of company/consortium member) (hereinafter referred to as "Bidder/Consortium Member") and I am duly authorized by the Board of Directors of the Bidder/Consortium Member to swear and depose this Affidavit on behalf of the bidder/consortium member.

2.0. I say that I have submitted information with respect to our eligibility for BANGALORE Metro Rail Corporation's (hereinafter referred to as "BMRCL") Tender for licensing of _____and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.

3.0. I say that, we hereby also authorize and request any bank, authority, person or firm to furnish any information, which may be requested by BMRCL to verify our credentials/information provided by us under this Bid and as may be deemed necessary by BMRCL.

4.0. I say that if any point of time including the License period, in case BMRCL requests any further/additional information regarding our financial and/or technical capabilities, or any other relevant information, we shall promptly and immediately make available such information accurately and correctly to the satisfaction of BMRCL.

5.0. I say that, we fully acknowledge and understand that furnishing of any false or misleading information by us in our Tender shall entitle us to be disqualified from the tendering process for the said project. The costs and risks for such disqualification shall be entirely borne by us.

6.0. I state that all the terms and conditions of the Tender Document have been duly complied with.

DEPONENT

VERIFICATION: -

I, the above named deponent, do verify that the contents of paragraphs 1 to 6 of this affidavit are true and correct to my knowledge. No part of it is false and nothing material has been concealed.

Verified at ....., on this.....day of.....,2024.

DEPONENT

Annexure- 7

Undertaking for Responsibility

(On stamp paper of appropriate value in accordance with Stamp Act duly notarized)

_____ as a lead member of the consortium of _____ companies - namely _____ (Complete name with address) jointly & severely undertake the responsibility in regards to the license agreement with BMRCL in respect of Licensing of _____:-

1. That, we Solely undertake that _____ (Name of the Company/ consortium member) shall conduct all transactions/ correspondences and any other activity in connection with License agreement pertaining to _____ _____ with BMRCL.
2. That, all consortium members are jointly or severely responsible for all commitments / liabilities/ dues etc to BMRCL.
3. That, we further confirm that, the stake holding of lead member- _____ (Name of the company/ consortium member) shall always remain more than 51% and we, all consortium members, insure that there shall be no change in the stake holding of all parties during the initial lock-in period of license agreement.
4. We also confirm that our consortium was made on Dt._____, for seeking licensing rights of _____and in support of which a copy of our Board Resolution is attached with this Undertaking.

(Authorized/CEO of all _____ consortium members to sign on undertaking with wit- ness signatures)

1. .....
2. .....
3. .....

Witness: 1.

2.

3.

Annexure-8A

Declaration Form

1. Company/Tenderer's Name : _____

2. Address : _____

3. Services provided : _____

4. Contact Person with details

   Name : _____

   Telephone number : _____

   Email Address : _____

5. Customer Category with Details:

Customer Type	Yes	No
Telemarketer		
Other Service provider		
Access Service provider/Infrastructure service provider		

In case of OSP / Telemarketer, please fill the below details:

a. License Type : _____

b. License Number / Registration ID : _____

c. Validity till (for OSP only) : _____

d. Date of issue : _____

e. Network Diagram detailing the connectivity attached : _____

f. Bidder may submit, separately, the details of dropping of fibre at the desired stations of a section in which bidder is quoting its bid. However, dropping shall be allowed as per feasibility.

In case of ASP/Infrastructure service provider details of valid registration /License to be attached.

All fields are required to be filled mandatorily

Other Service Provider' (OSP) means a company providing Application Services. Applications Services' means providing services like Tele-banking, Tele-medicine, Tele-education, Tele-trading, e- commerce, call centre(Domestic & International)BPO/KPO, network operation centre Vehicle Tracking System, e-commerce, Long Range Alarm System, Bill Payment Terminal and other IT Enabled Services, by using Telecom Resources provided by Authorized Telecom Service Providers".

'Telemarketing' - Transmission of any message through telecommunication services for the purpose of soliciting or promoting any commercial transaction in relation to goods, investment or services. A 'Telemarketer' - Person/ legal entity engaged in the activity of telemarketing.

We declare that the above information provided by us is correct and BMRCL shall not be held responsible against any liabilities incurred such as losses costs and expenses and our failure to comply with existing telecom regulations and laws.

(Signature of Witness) (Authorised Signatory of Company/Tenderer)

Name _____ Name: _____

Date: _____ Stamp

Annexure-8B

FINANCIAL DATA

(WORKS DONE DURING THE LATEST LAST THREE FINANCIAL YEARS)

NAME OF THE TENDERER (CONSTITUENT MEMBER IN CASE OF JV/CONSORTIUM): .....

(All amounts in INR)

Sr. No.	DESCRIPTION	Financial Data for Last 3 Audited Financial Years		
		Year 2020-2021	Year 2021-2022	Year 2022-2023
1	2	3	4	5
	Total Turnover (from Telecom/ Cable TV/ Telemarketing or related activity) as per audited financial statements			

NOTE:

1. Separate proforma shall be used for each member in case of JV/Consortium.
2. Attach attested copies of the Audited Financial Statements of the last three financial years as Annexure.
3. All such documents reflect the financial data of the tenderer or member in case of JV/Consortium, and not that of sister or parent company.

Signature of the Tenderer

Annexure - 9A

Financial Bid / Pricing document / BOQ

(to be uploaded in eProcurement portal)

S No.	Particulars	Qty	UOM	Quoted Amount (in INR)
1.	License Fee for Licensing of Optical Fibre in Phase-1 & Phase-2 of BMRCL network payable to BMRCL as specified in the Tender Document. **Rate quoted per fiber pair per Km per month (excluding taxes)**	1	LS	

INSTRUCTIONS FOR COMPLETING THE PRICING DOCUMENT

1) The **"Reserved License Fees"** for Licensing of Optical Fibre is **INR 5,040/- per fiber pair per Km per month (excluding taxes)**. The License fees to be quoted by the Tenderer should be more than or equal to this. In case the quoted License fees is less than the reserved license fees indicated above, the tender shall be summarily rejected.
2) The Tenderer shall fill in and complete the Pricing document (Financial Bid) online through Karnataka Public Procurement Portal (eProcurement portal) only and **no hardcopy of commercials should be attached or disclosed elsewhere.**
3) The Tenderer shall quote the License Fee (in INR) in the 'Financial Bid' given in the eProcurement Portal.
4) The evaluation and comparison of Tenders shall be made accordingly by BMRCL. No claim will be entertained on this account after acceptance of the Tender or during the currency of the Contract.
5) The whole cost of complying with the provisions of the contract shall be deemed to have been included in the quoted rates.
6) All taxes and duties including GST imposed by Central/ State government or local bodies shall be extra and shall be paid by Licensee. Any increase in the rates of statutory levies/local taxes as and when imposed by Government /local bodies including any new tax imposed shall be payable by the Licensee. However, property tax, if any shall be borne by BMRCL.

*****

Annexure - 9B

1. **Name of the Tender:** Tender for License of Optical Fibre in Phase-1 & Phase-2 of BMRCL network.

2. I / We hereby submit our requirement for numer of fiber pairs required as per Table - 1 and offer the rate of License Fee (INR) per pair per kilometer per month as per Annexure-9A for License of Optical Fibre in BMRCL network payable to BMRCL as specified in the Tender Document.

TABLE -1: Details of Fibers required;

Sl. No	Section Name	Line	Total no. of spare fiber pairs offered for leasing	Approx. fiber length in km of 01 fibre pair*	Dropping required at (Pl refer Annexure-1)	No. of fiber pairs required
1	Baiyanappanahalli to M G Road	R-1	8	6.7		
2	Magadi Road to Mysore Road	R-2	11	6.4		
3	Nagasandra to Mantri Square Sampige Road	R-3	2	12.4		
4	National College to Yelachanahalli	R-4	9	8.0		
5	M G Road to Magadi Road	UG-1-2	9	4.8		
6	Mantri Square Sampige Road to National College	UG-3-4	6	4.5		
7.	Baiyappanahalli to Whitefield	R-1 Extn.	5	15.6		
8.	Mysore Road to Challaghatta	R-2 Extn.	5	9.7		
9.	Nagasandra to BIEC	R-3 Extn.	5	3.8		
10.	Yelachanahalli to Silk Institute	R-4 Extn.	5	6.1		
11.	R V Road to Bommasandra	R-5	5	18.1		

*It may be noted that Fibre lengths mentioned are tentative and actual length to be considered for leasing will be as per OTDR readings jointly checked at the time of handover of Fibre pairs.

I / We hereby require following fibre pairs in addition to that given in Table 1. The License fees and other charges shall be same as that provided in our financial bid at Annexure 9A.

TABLE -2: Additional requirement of Fibres

Sl. No	Section Name	Line	Approx. fiber length in km of 01 fibre pair	No. of fiber pairs required in addition to that quoted at Table-1
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				

Date: **Signature, Name, Designation & Seal of the Bidder**

Place:

Annexure-10

Draft License Agreement

(on non-judicial stamp paper in accordance with Stamp Act as applicable)

(License Agreement No. _____)

BANGALORE Metro Rail Corporation Limited (BMRCL), a Public Limited Company incorporated under Companies Act 1956 and a 50:50 Joint venture of Government of India and Government of Karnataka formed for the purposes of execution of a Mass Rapid Transit System in the city of Bengaluru, represented herein by its authorized signatory to sign and bind the Company, with its registered and corporate office located at III Floor, BMTC Complex, K.H.Road, Shanthinagar,Bengaluru-560027, Karnataka, India hereinafter referred to as the "BMRCL" or the "Licensor" , as the case may be, which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns, of the one part.

AND

M/s ----------, a Company incorporated under the provisions of Companies Act,1956 and having its Registered office at ----------
----------, hereinafter referred to as the 'Licensee' (which expression shall unless repugnant to the context or meaning thereof include the successors and assigns) of the Second Party

WHEREAS

a) BMRCL is engaged in the business of constructing, operating & maintaining Mass Rapid Transport Network. BANGALORE Metro Rail Corporation is registered as Infrastructure provider category – I (IP-1) license with department of Telecommunication, Ministry of Communication, Govt. of India vide license Regd. Certificate No. 531/2015 Dated 08/7/2015 to establish and maintain the assets such as spare fibres & Duct space & Tower for the purpose of grant on license basis to the Licensee for the telecom services.

b) BMRCL, with a view to augment its revenues through non-operating revenue, had invited Tender from the eligible parties for Licensing of Optical Fibre. Based on fulfillment of eligibility criteria as laid down in Tender document, Licensee has been selected as successful bidder for the fibres detailed at Annexure-10.1.

c) Based on Terms and Conditions of the Tender and after due inspection and verification of the Plot, Building and Said Premises and understanding all the Terms and Conditions of this Agreement and other documents relating to the competency and all other relevant records, the Licensee is satisfied in all respects with regards to the right and authority of the Licensor to enter into this Agreement.

d) The Licensee shall perform the obligations and exercise the rights under the Letter of Acceptance (LoA), including the obligations to enter into the License Agreement, pursuant to the LoA for undertaking the License.

e) BMRCL has agreed to provide spare optical fibre(s) detailed at Annexure-10.1, hereinafter referred to as 'optical fibre', to the LICENSEE, on payment of License Fee to BMRCL on the terms and conditions hereunder contained in this License Agreement.

f) The Licensee shall design, procure, manufacture, fabricate, install, commission, manage, operate and maintain the premises as specified in this Agreement at its own cost. All the locations and designs proposed by the Licensee are subject to approval by BMRCL with regard to operational feasibility, aesthetics, and safety & security concerns.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

A) The following documents shall be deemed to form part and be read and construed as part of this agreement, namely:
   I. Letter of Acceptance
   II. Tender document, its Addendums & Corrigendum
   III. Any other document issued by / of BMRCL forming part of the Tender Process
   IV. MOU between second and third parties / Joint venture Agreement (if applicable).

B) The Licensee hereby covenants as follows: -
   I. Licensee hereby assumes license of optical fibres detailed at Annexure-10.1 and operate as per terms and conditions of License Agreement.
   II. The Licensee shall design, procure, manufacture, fabricate, install, commission, manage, operate & maintain the premises as specified in this Agreement at its own cost. All the locations and designs proposed by the Licensee are subject to approval by BMRCL with regard to operational feasibility, aesthetics and safety & security concerns.
   III. Licensee irrevocably agrees to make all payments including License Fee as per this Agreement as and when due, without delay or demur and without waiting for any formal advice from BMRCL in this regard.
   IV. The Licensee confirms having examined the potential locations at Selected Metro Stations in detail and fully understands and comprehends the technical requirements for utilization of optical fibres. The Licensee also confirms full satisfaction as to the business viability of licensing of fibres and premises at the Metro Stations and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account. Licensee also confirms having made independent assessment of present and future market potential and no future claim what so ever regarding change in market circumstances shall be made. Further, such change in market condition shall not be used as an alibi or excuse for non-payment of License Fee and other amounts due to BMRCL under this License Agreement.
   V. Licensee shall also adhere to-
      a) Procedure of BMRCL regarding release of electric power supply and specifications of materials to be used for use of Electric power supply, Air-conditioning work, Fire Protection System, Fire NOC as detailed at Annexure-10.6 & Annexure-10.6 D (Section-VII) to Tender document.
      b) Fire retardant Material for renovation/ refurbishment of the premises as per BMRCL's Specification.
   VI. That BMRCL and LICENSEE represent and warrant that they are empowered, authorized and able to enter into this agreement.

1. Definitions-

1.1 "Agreement" means this License Agreement executed between BMRCL and Selected Bidder.

1.2 "Applicable Laws" means all laws, brought into force and effect by Govt. of India, State Governments, local bodies and statutory agencies and rules / regulations / notifications issued by them from time to time and applicable to this License Agreement. It also include judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.

1.3 "Commencement Date" means the date of handing over of first lot of fibre pair.

1.4 "BMRCL" or "LICENSOR" means Bangalore Metro Rail Corporation Limited, its legal successors and assignees.

1.5 "Interest Free Security Deposit/Performance Security" means interest free amount/BG to be deposited by the Licensee with BMRCL as per terms and conditions of License Agreement as a guarantee against the performance of the License agreement.

1.6 "License" means the grant of License by BMRCL to the Selected Bidder, to utilize spare optical fibre pairs of BMRCL network, under terms and conditions of this Agreement.

1.7 "Licensee" means the Selected Bidder, who has executed the License Agreement with BMRCL pursuant to the conclusion of the Tender process.

1.8 "License Fee" means the amount payable by the Licensee to BMRCL licensing of spare optical fibres as per terms and conditions of the License Agreement.

1.9 "License Period" means a period of five (5) years starting from the Commencement of License Agreement.

1.10 "Premises" means the bare space, on "as is where is basis", solely for placement and operation of telecommunication equipment for the purpose of utilization of optical fibres licensed in this agreement.

1.11 "Selected Bidder" means the Bidder who has been selected by BMRCL, pursuant to the Tender process for award of License.

1.12 The following terms used in the Tender document shall have the same meaning & interpretations:

- "Bid (s)", and "Tender (s)"
- "Bidder (s)" and "Tenderer (s)"
- "Bangalore" and "Bengaluru"
- In case of a group all the instructions/procedures indicated anywhere in the Tender documents in respect of joint venture(JV) are applicable for consortium and vice versa.

2. Objective and Scope

2.1 Objectives of License Agreement:

a) Licensing the spare optical fibres in BMRCL network for use by Agencies.
b) To augment non-operational revenue for BMRCL through Licensing of Spare Optical Fibres in BMRCL network.
c) Position BANGALORE Metro as a most sought after location for use of Optical Fibres.
d) Provide value to the Corporates who uses Optical Fibre in Bangalore Metro.

2.2 Scope of License:

a) BMRCL has extensive Optical Fibre network in Bangalore along its metro route. In line with the National Telecom Policy, BANGALORE Metro Rail Corporation plans to license out spare fibre pairs on its existing OFC network with dropping facility at metro station(s) in between, complying with the specification as per ITU-T recommendation G-652 working at 1310 nm/1550nm.

b) Since BMRCL Metro Rail route is a dedicated elevated /underground route and optical fibre is laid along the elevated and underground route, therefore, it is highly safe and reliable and is not prone to any damages/ cuttings by external agencies.

c) BMRCL may also provide space for placement of equipment, power supply etc. as per demand of the Licensee and availability & feasibility of space at station.

d) The Selected Bidder has been licensed with Optical Fibres enumerated at Annexure "10.1" subject to the terms and conditions specified in the License Agreement. The entire end to end length of each individual fibre section shall be licensed to the Licensee. Accordingly, the License Fee shall be charged for the actual length of end to end fibre of entire licensed section, even if a part of it is used by Licensee.

e) The fibres shall exclusively belong to the BMRCL, without creating any right, title or interest of whatsoever nature in the said fibres in favour of the LICENSEE.

2.3 Licensee shall be responsible for the following activities: -

a) Appoint an architect to interact with nodal BMRCL representative to bring clarity in understanding of Fibres, to coordinate and implement decisions taken.

b) Operate, manage and maintain the entire Optical Fibre and plans.

c) Management and use of Optical Fibre including providing adequate professionally trained manpower.

d) Obtain all approvals, permits, etc. from all competent and required authorities, including different tiers of government, statutory, local, civic authorities, etc. at its own cost.

e) Procurement, fabrication, installation & erection of equipment. The equipment inventory shall be within the licensed premises only.

f) Comply with all statutory requirements in connection with License Agreement.

g) Ensure regular and timely payments of all amounts due to BMRCL and discharge all obligations as per License Agreement.

h) Payment of all statutory taxes, local levies, statutory dues, etc as and when due.

3. Disclaimer

3.1 The Licensee acknowledges that prior to execution of this Agreement, it has extensively studied and analysed and satisfied itself about all the requirement of this License Agreement including but not limited to market and market conditions.

3.2 The Licensee acknowledges that prior to execution of this Agreement, it has carefully assessed business prospects from optical fibres and that it will be fully responsible for all its assessment in this regard.

3.3 The Licensee confirms having seen / visited / assessed the identified locations of the Metro Stations and fully understands and comprehends the technical, financial, commercial and investment requirements.

3.4 The Licensee also confirms that it has fully analysed to its fullest satisfaction, business viability of the License and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account.

4. Tenure of License

4.1 The fibre pairs shall be handed over within 30 days from the date of receipt of full payment as stipulated in Letter of Acceptance. If, the Licensee fails to take over the fibres, all the stipulated fibres shall be deemed handed over to Licensee on 30$^{th.}$ day of payments as per LOA.

4.2 The License Agreement shall commence from date of handing over of first lot of fibre. Hence, this License Agreement shall commence from ..... (Date).

4.3 License Agreement shall be valid for a period of Five (5) years subject to lock-in period of 3 (three) years starting from the Commencement of License Agreement, unless otherwise terminated as provided in under clause 15 [Termination] of this License Agreement.

4.4 The tenure of license for optical fibres and premises handed over subsequently shall be co-terminus with above period irrespective of date of actual handing over.

5. License Fee

5.1 Licensee shall take up the optical fibres in the routes detailed at Annexure 10.1 on license basis and operate thereon as per terms of this agreement.

5.2 Commencement of License Fee - License Fee shall commence from 45 days [fitment period] after the date of handing over of first lot of fibres subsequent to issue of Letter of Acceptance (LOA).

5.3 The Licensee shall pay to BMRCL, on quarterly basis, all payments requested as per details and rates indicated in the table below.

Sl No.	Item	Rates for Licensing of Spare Optical Fibres (excluding taxes & duties, cess)
1.	License Fee	(As accepted by BMRCL)
2.	Maintenance Charges	Rs. 700/- per pair per km Per Month
3.	Cable Tray Charges for use of existing cable tray	Rs. 1,700/- per Station Per Month + GST
4.	Electrical Installation Charges Including Substation license Rent	As per BESCOM HT commercial tariff and associated deposits and charges as applicable from time to time on back to back basis
5.	Usage Charges of Power	As per BESCOM rates and associated deposits and charges as applicable form time to time on back to back basis
6.	Interest Free Consumption Deposit	As per prevailing/applicable rates
7.	Rates for Licensing of Space (If required and allotted)	Rs. 12,240/- Per Sqm Per Month plus Maintenance charges of Rs. 4,320/- Per Station Per Month (will be revised periodically)
8.	Interest Free Security Deposit /Performance Security	6 months license fee for OFC and space applicable for the final year of the License Agreement.

6. Payment Terms:

6.1 The License Fees and other dues shall be payable to BMRCL quarterly within 15 days from the last working day of a running quarter. However, the first quarterly fixed license fee shall be payable within thirty (30) days from the date of issue of Letter of Acceptance (LOA). BMRCL will issue the E-invoice with applicable, taxes, duties, cess, etc. either on the last date of completion of the quarter or on the first day of the next quarter. License Fee shall be charged on the actual length of fibre/area handed over to Licensee.

6.2 The License Fee of optical fibres, License Fee of Space, Cable Tray Charges and Maintenance Charges shall be increased by 7% per annum on a compounding basis after completion of each year of license period.

6.3 The Quarterly license fee for OFC and space and other recurring dues shall be payable within 15 days from the due date i.e within 15 days from the last working day of running quarter.

6.4 The License Fee of Space shall be charged for the actual carpet area of space handed over subject to minimum of 1 (one) sqm at each location. Additional space at any point of time as required by Licensee shall be allotted at the rate prevailing at that point of time including escalations subject to availability/feasibility. For such allotted space the further escalations will be applicable in accordance with Clause 6.2 above. Optical Distribution Frame/Fibre Management System(ODF/FMS) up to two numbers in each station are not chargeable.

6.5 All taxes and duties, cess including GST imposed by Central/State government or local bodies shall included be extra and shall be paid by the Licensee. Any increase in the rates of statutory levies /local taxes, as and when by Govt./local bodies including any new tax imposed shall be payable by the Licensee. However, Property tax, if any, shall be borne by BMRCL.

6.6 The space provided for equipment may be Air-conditioned. Capital cost of Air- conditioning along with maintenance cost shall also be part of monthly/ Lump sum rentals. If Air-conditioning is not provided by BMRCL and Licensee needs Air-conditioning on said space, Licensee shall install Air-Conditioner at their own cost as per the BMRCL specifications with prior approval.

6.7 In case of non-payment of license fee and other dues, the Licensee voluntarily agrees to permit the Licensor to disconnect all utility services including electric supply to the licensed premises and also seal the premises. The Licensee agrees voluntarily and also undertakes not to seek any claim, compensation or any other consideration whatsoever, which may arise due to such disconnection and sealing by the Licensor.

6.8 BMRCL shall ensure non-disruption of fibres to the level of 99.5%. In case the disruption time of Fibre exceeds 0.5% per quarter, BMRCL shall provide 1% discount in License Fee for each 1.0% percent fibre disruption time in the concern quarter. The down time shall be reconciled on quarterly basis and the adjustment shall be done in subsequent quarter.

6.9 Licensee voluntarily and unequivocally agrees to make all payments to BMRCL as may be due before the due date, without waiting for any formal advice from BMRCL.

6.10 The reconciliation of license fee and other dues shall be carried out annually. Based on reconciliation, the adjustment of license fee payable to BMRCL shall be carried out along with payment of next quarter's License Fees.

6.11 Non-payment of License fees and other dues.

a) Non-payment of License Fee and other dues within the prescribed date shall constitute Material Breach of Contract and Licensee Event of Default under this Agreement and shall entitle BMRCL to terminate the License Agreement as per provisions stipulated in the Agreement. Besides, the Licensee shall pay an interest of 24 percent per annum on the amounts of License Fee and other dues payable/ outstanding after the due date and falling in arrears. Interest shall continue to accrue on compounding on monthly rolling basis until the License Fee and other dues are finally paid. Such interest shall be charged for the actual day(s) of delay in payment.

b) Licensee shall periodically advise the details of payments made to BMRCL. In case of non-submission of such details, initially Third party dues i.e. statutory dues / liabilities shall be settled (mandatory liabilities of BMRCL), then others dues / liabilities like electricity, OMC etc, and finally License fee shall be accounted for.

c) The Licensee agrees voluntarily and unequivocally to make all payments as may be due before the due date, without waiting for any formal advice / invoice from BMRCL.

d) In case payment is not made by due date, a 15-day notice to cure the Licensee's Event of Default shall be issued. In the event of Licensee failing to cure the Default, BMRCL shall be entitled to terminate the License with 30-day notice and shall be free to forfeit Interest Free Performance Security and take such other action available to it under this Agreement and as per Law.

e) Any representation or any request by the Licensee in this regard shall only be entertained if the Licensee deposits 100% dues as per issue / demand within 15 days of issue of Default Notice, along with a written request in the matter. The utility services including electric supply to the premises shall be discontinued on the 16th. day of issuance of Default notice.

6.12 In no case, payments shall be allowed to remain outstanding for a period of more than 60 days. If at any stage, the dues remain outstanding for the period of more than 60 days, the License agreement will stand automatically terminated without giving any notice to the Licensee and Interest Free Performance Security shall stand forfeited.

6.13 In case of non-payment of license fees and other dues, the Licensee voluntarily agrees to permit the licensor to disconnect all utility services including electric supply to the licensed premises and also seal the premises. The Licensee agrees voluntarily and also undertakes not to seek any claim, compensation or any other consideration whatsoever, which may arise due to such disconnection and sealing by the Licensor.

7. Interest Free Security Deposit / Performance Security

7.1 The Licensee shall submit Interest Free Security Deposit / Performance Security to BMRCL equivalent to 6 (six) months License Fee applicable for final year of license tenure. In case of subsequent handing over of additional Fibre/area to the Licensee, Interest Free Security Deposit/ Performance Security shall be updated as per updated Fibers/area under possession of Licensee. The Interest Free Security Deposit/ Performance Security shall be acceptable in any one of the forms i.e., Demand draft/irrevocable Bank Guarantee/Electronic Bank Guarantee(e-BG) issued by an Indian scheduled Bank (excluding cooperative Bank) or from a scheduled Foreign Bank as defined in section 2(e) of RBI Act 1934 read with second schedule drawn in favour of "Bangalore Metro Rail Corporation Ltd' and payable & extendable at a designated branch in Bangalore (Specify the name of the branch and address)".

7.2 In case of Joint Venture/Consortium, the Interest Free Security Deposit/Performance Security shall be submitted in the name of the JV/Consortium. However, splitting of the Interest Free Security Deposit/Performance Security (while ensuring the Interest Free Security Deposit/Performance Security is in the name of JV/Consortium) and its submission by different members of the JV / Consortium for an amount proportionate to their percentage stake in joint venture/Consortium.

7.3 The Licensee shall promptly pay any dues arising on account of the following.

a) Any amount imposed as a fine by BMRCL for irregularities committed by the Licensee including but not limited to technical faults, design faults, non-adherence to terms and conditions of the license agreement, etc.

b) Any amount which BMRCL becomes liable to the Government/Third party due to any default of the Licensee or any of his director/ employees/ representatives/ servant/ agent, etc.

c) Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person duly empowered in his behalf.

d) Any outstanding payment/ claims of BMRCL remained due after completion of relevant actions as per agreement.

If Licensee fails to clear the dues within seven days of written notice, BMRCL reserves the right for deduction of the same from Licensee's Interest Free Deposit / Performance Security.

7.4 Once the amount under Clause 7.3 is debited, the Licensee shall replenish the Security Deposit / Performance Security to the extent the amount is debited within 15 days period, failing which, it shall be treated as Licensee Event of Default.

8. Taxes and Other Statutory Dues-

8.1 Taxes shall be applicable as indicated under sub clause 6.5 above.

8.2 The property tax on the property of BMRCL and BBMP tax, if applicable shall be borne by BMRCL.

8.3 All taxes and duties including GST imposed by Central/State government or local bodies shall be extra. All other statutory taxes, statutory dues, local levies, as applicable shall be charged extra and will have to be remitted along with the License Fees for onward remittance to the Government. The Licensee shall indemnify BMRCL from any claims that may arise from the statutory authorities in connection with this License.

8.4 Payment of stamp duty on agreement, if any, to be executed in pursuance of this agreement shall be borne by Licensee.

8.5 Appropriate Charges towards insurance of the said premises throughout the license period including third party insurance.

9. Regulations for Utilization of Optical Fibre:

9.1 BMRCL agrees to provide Spare Optical Fibres complying with the specification as per ITU-T recommendations G-652 working at 1310 nm/1550nm.

9.2 The optical cables are terminated in telecom equipment room at a station. Licensee shall have to extend fibres from telecom equipment room to their location at their own cost. The Licensee shall use LSZH cables in underground section and FRLS cables in elevated section of the BMRCL premises. Use of fibres & plan of fibres distribution & installation of distribution box shall be submitted in detail & in advance by Licensee. Licensee shall provide their conduit pipe beyond BMRCL cable tray to extend their cable for lead out.

9.3 The fibres intended to be taken shall be jointly tested by Licensee Engineer with BMRCL personnel. The fibres length as measured through OTDR shall be taken towards the payment consideration. The licensed fibres shall be within the specified fibre loss of 0.4db/km at 1550nm and 0.5 db/km at 1310nm.

9.4 Fibres can be tapped at the stations where dropping facility is available as per requirement of Licensee. Dropping of fibres may be permissible subject to availability and feasibility at station only. The cable tray and space charges shall be applicable. The dropping facility provided is fixed as detailed at Annexure-1.

9.5 BMRCL will provide necessary approval for splicing and installation of fibre management and distribution required to be carried out by Licensee in BMRCL premises.

9.6 Maintenance & repairing of BMRCL fibres will be done by BMRCL of backbone i.e. TER to TER and any other maintenance beyond TER will be the scope of Licensee. Entry in BMRCL premises shall be permitted for specific work on prior approval only.

9.7 Licensee shall not create any infrastructure and functionary which shall create any kind of hindrance pertaining to BMRCL's functioning, business and security.

9.8 Licensee will follow and use existing cable tray route. If there are any gaps in the route, then the Licensee will provide tray/conduit at his own cost. The Licensee will be required to pay cable tray usage charges as given in clause 6.5 of General Terms for Licensing of Spare Optical Fiber in BMRCL Network.

In the unlikely situation of cable tray not being available, Licensee will be permitted to lay entire cable tray at his own cost. In that particular case maintenance cost of cable tray usage will not be charged.

10. Regulations for Preparation and Utilization of Premises

10.1 The allotted space can be used for placement and operation of telecommunication equipment for linking or utilization of optical fibres licensed through this License Agreement only.

10.2 'As is where is basis': - The LICENSEE shall be licensed with the said premises, equipment, installations, fittings and fixtures on 'as is where is basis' and the LICENSEE shall not make any

additions or alterations in the licensed space, installations including electric installations and wiring without the prior permission of BMRCL in writing and when permitted by the LICENSEE the said additions and alterations shall be carried out by the LICENSEE at their own cost and they shall not be entitled to any compensation for any additions carried out by them in the licensed premises and the same shall vest in BMRCL. The Licensee shall install its own fixtures and equipment in the said premises after duly obtaining all necessary approvals from the Licensor, permissions and licenses from the Municipal Corporation, DOT, TERM, TRAI and such other Statutory Authorities at its own cost and expense.

10.3 The Licensee shall submit, Layout plan of space showing placement of equipment for approval of BMRCL before executing work / installation of equipment at the licensed space.

10.4 Approval of Plan: All the sites proposed by the Licensee in the plan shall be subject to approval by BMRCL with regard to

a) Structural stability,
b) Operational feasibility,
c) Aesthetics,
d) Safety & security concerns.

10.5 In this regard, the layouts/designs of the Licensee shall be checked by BMRCL and upon approval, permission shall be granted for installation of equipment.

10.6 If the plan/ design does not conform to the requirement of this License Agreement or standards of BIS / other relevant codes/ guidelines, BMRCL may reject the plans / proposals, duly specifying the reason(s) thereof. In such case, Licensee shall resubmit its plan/ proposal after incorporating necessary modification for approval. Licensee shall install the equipment only in accordance with the written approval of BMRCL at any licensed space.

10.7 Alterations and Renovations: -

a) The LICENSEE will be allowed to carry out any alterations or renovations within the said premises but without altering or damaging the main/shell structure of the said premises. The LICENSEE will need to take prior written approval from BMRCL through a written notice prior to commencement of any alteration works and if necessary BMRCL reserves the right to ask for and review the renovation plan/drawings before providing consent.

b) The LICENSEE will be responsible for the costs of removing debris from the premises and will be responsible for all damage to the common areas of the complex like flooring, lift cars etc during the process of alteration. Any special cleaning or drain clearance necessary as a result of the alteration works and any other costs incurred by BMRCL including any extra security costs, which are caused by, or in connection with, the works will also be to the LICENSEE's account. The occupant will have to bear the cost of the damage plus service charges. However before incurring any such costs the occupants will be briefed on the requirements by BMRCL.

10.8 If any approval is required to be taken from any local authority for installation of such telecommunication equipment, the same is the sole responsibility of the Licensee. Licensee shall be responsible to obtain any or all permission and/or clearances from any/all authorities, governmental or otherwise and BMRCL shall not be liable or responsible for any of the act or omissions committed on the part of the Licensee

10.9 In case of any damage to BMRCL property during installation, actual costs whatsoever for restoration to its original position will be recovered from the Licensee and same will not be challenged in whatever manner.

10.10 Proper care should be taken at the time of grouting of bolts not to damage the water- proofing layer to avoid leakage and damage to structure.

10.11 The Licensee will at their own risk and cost prepare the cable trays and clamps etc where such provision is not available. No claim or compensation on this account will be entertained by the Licensor.

10.12 Licensee shall ensure that Licensee and its employees or other persons involved in the execution of the work do not in any way impinge on the safety and security of metro operations, safety & convenience of commuter, safety of metro properties and its assets. Any physical damage or injury to the commuters or passers-byes due to lapses on the part of the LICENSEE will be the sole responsibility of the LICENSEE only and BMRCL will have no legal obligations or liability towards the injured. In case of serious accident caused due to negligence of the Licensee, resulting in injury, death to commuters or BMRCL employees or loss to BMRCL property, it shall constitute Material Breach of Contract and considered Licensees Event of Default that shall entitle BMRCL to terminate the License Agreement with 30 days written notice.

10.13 Access to stations for the purpose of placement and installation of equipment and its maintenance shall be regulated by the office of the S&T and the Licensee is required to take necessary permissions in this regard from the office of S&T as per extant policy of BMRCL. It is clarified that the permission to the Licensee shall not be unduly denied.

10.14 Licensee shall ensure that equipment installed does not interfere with the sensitive electronic equipment installed inside the station and tunnel by BMRCL including TETRA based train radio system. If any interference is noticed, then the Licensee will take all necessary steps at his own risk and cost to remove such interference. Failure to do so within a period of two working days authorizes the Licensor to take all necessary steps to prevent this interference at the risk and cost of the Licensee. In addition, a penalty of Rs. 5000/- for each occasion of interference may be imposed by the Licensor. Test reports and any other supportive documentation as may be required/ requested by BMRCL, will have to be supplied immediately. A clearance certificate has to be obtained from the signal and telecom department of BMRCL to this effect.

10.15 Solid Waste or waste: - A separate area may be earmarked within the licensed premises for the purpose of storage, which has proper systems for extrication pollutants and waste materials. The LICENSEE will have to make arrangements for disposal of solid waste, which will be got removed from the premises on a daily basis to ensure perfect cleanliness. The Licensee will have to make arrangements for the solid waste to be separated into glass, plastic and food waste and for the food waste to be treated in a shredder to be converted into a paste. The waste will need to be expelled into a common dump or waste area provided /indicated by BMRCL. If solid waste is found disposed off on BMRCL land or premises a penalty/fine of Rs. 5000/- will be imposed by BMRCL for each occasion.

10.16 No advertisement/branding in any format shall be allowed. If at any point of time, Licensee is found to be advertising at any location in any format, a penalty of Rs 25,000/- per location per instance shall be imposed on Licensee. However, LICENSEE can put a signage of size 1.5 ft X 3 ft at any location in its licensed space only showing generic name of the Licensee. The signage may be illuminated or non-illuminated at the LICENSEE s option. The LICENSEE shall need to obtain a prior written approval from BMRCL before putting up any form of signage. BMRCL reserves the right to refuse or to suggest an alternation to the same. The signage, shape and location etc. shall subject to architectural controls that may be issued by BMRCL.

10.17 The Licensee shall submit details along with contact details of his authorized representative(s) which shall be available at the Metro Station(s), at a short notice, for inspection of spaces including measurement of area, failing which inspection done by BMRCL official(s) shall be final and binding to the Licensee.

10.18 LICENSEE shall at his own expense and cost employ/engage suitable personnel for providing efficient services in respect of storage and operation of the said products and services in the said premises.

10.19 LICENSEE shall appoint a Manager/ Supervisor whose scope of services shall be as follows;

a) Supervise the operations in the said premises.

b) They shall be responsible for cleanliness and hygiene in the said Premises and to ensure that the services are conducted in a clean, proper and efficient manner.

c) Employ and engage as their own employees, trained, skilled and qualified staff and endeavor to maintain and provide services to full satisfaction and to pay their wages and salaries regularly and promptly.

d) Ensure that fire detection and suppression measures were installed inside their premises and kept in good working condition. The Fire Office/authorized personnel, of the Licensor will have unfettered access to the said premises, for inspection/checking of fire detection and suppression measures etc. The instructions issued by the Licensor's fire officer shall be obeyed fully without any demur. Any costs associated with carrying out the instructions of the fire officer/authorized personnel of the Licensor will be borne solely by the Licensee.

e) Licensee should ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits/fires. The Licensee should also ensure that all notified statutory provisions and standards are observed in this regard.

10.20 BMRCL covenants and represents that it has good and marketable title to the said premise, free and clear of all liens, claims, mortgages or deeds of trust affecting the LICENSEEs possession of the Licensed Premises, LICENSEE 's use of the premises, or the rights granted to the LICENSEE hereunder:

a) BMRCL covenants and represents that it has full and complete authority to enter into a license agreement under all terms, conditions and provisions set forth in the agreement, and so long as the LICENSEE keeps and substantially performs each and every term, provision and condition contained in the agreement, the LICENSEE shall peacefully and quietly enjoy the premises without hindrance or disturbance by BMRCL or by any other person claiming by, through or under BMRCL.

b) That on the LICENSEE paying the fee hereby reserved and observing and performing the several covenants and stipulations on its part and the conditions herein contained shall peacefully hold and enjoy the Licensed Premises throughout the said term without any interruptions by the BMRCL or by any person or persons claiming through under or in trust for him.

c) That the overall control and supervision of the premises shall remain vested with BMRCL who will have the right to inspect the whole or part of the licensed premises as and when considered necessary, with respect to its bonafide use and in connection with fulfilment of the other terms and conditions of the license agreement. BMRCL also reserves the right to enter the licensed premises to repair and replace the fixtures provided by BMRCL. If any fixtures or utility relating to operation of the MRTS (Metro) is running through the area licensed, proper protection as advised by BMRCL will be done by Licensee.

10.21 The Licensee voluntarily and unequivocally agrees to provide unfettered and unconditional access to the licensed premises for security/fire checks by security/fire officers of the Licensor and also agrees to comply with all directives as may be given from time to time by the security/fire officers of the Licensor. Licensee will be given seven days of time to comply with directives from the date of issue of such directives. Non-compliance shall be treated as Licensee's Event of Default.

10.22 Licensee shall install equipment and its fixtures conforming to international standards of high quality as per guidelines of DOT, TERM, TRAI, etc.

11. Maintenance and Repair of Premises

11.1 Licensee shall keep and maintain the premises in neat, clean condition and in safe & sound manner during all the time of License tenure as required by the BMRCL O&M administration/ municipal authorities. Any defective, weak or corroded structure should be replaced immediately with new proper structure after due certification from reputed agency. In case of any incident / injury caused by equipment or installations due to error / omission attributable on the part of Licensee, the Licensee shall be responsible for all compensation. Licensee shall ensure that fire detection and suppression measures installed inside his allotted premises are kept in good working condition.

11.2 LICENSEE shall bear the cost of minor day-to-day repairs and maintenance. All major repairs due to constructional defects shall be the responsibility of BMRCL. If the major repairs or maintenance required to be carried out by BMRCL are not carried out within reasonable time, the LICENSEE will have the right to get the needful done and deduct the cost thereof from the amount payable to BMRCL.

11.3 LICENSEE shall be at liberty on the termination of this license to remove or take away such fixtures, fittings and electric appliances installed by it leaving the premises, as far as possible, in the same conditions structurally, reasonable wear and tear and acts of God and nature excepted

11.4 The said premises, which have been handed over to the Licensee under this agreement, shall be kept in good condition and maintained properly by the Licensee at their own cost. If the property is not handed over in good condition as required under this agreement, BMRCL reserves the right to seek exemplary damages and indemnification.

11.5 Further, BMRCL can impose a fine on Licensee up to Rs. 5,000/- per offence per instance on the following offenses:

a) Any staff of Licensee found in drunken condition / indulging in bad conduct.

b) Any staff of the Licensee found creating nuisance on duty

c) Improper maintenance & defacement of the Metro Property.

d) Dishonour of Drafts and Cheques given by Licensee in favour of BMRCL.

e) Misbehavior with staff and commuters of BMRCL.

f) Not following safety and security norms as may be indicated by authorized representative of BMRCL.

11.6 The amount of penalty shall become double the specified amount after five years from the date of commencement of License Agreement.

11.7 The option to impose fine, penalty, etc. under this License Agreement shall be exercised by BMRCL official not below the rank of Dy. CE(Telecom)

12. BMRCL's Infrastructure/Facilities:

12.1 Electrical Specifications and Procedure for Release of Electric Power Supply-Electrical Specifications:

a) Electricity supply will be provided as per terms and conditions indicated in Annexure – 10.6 (Section-VII) to the Tender document. The Licensee shall bear the amount of all the bills/costs for the electricity that may be consumed due to the operation of equipment in the spaces licensed under this agreement. Licensee shall use energy efficient equipment. Licensee shall follow the I.E. Rules, Acts for safety of equipment, public & Staff.

b) Rate of electricity chargeable from Licensee shall be at the rate at which Electricity Company / Distribution Company /Agency would levy on such a customer, had he

obtained supply directly from Electricity Company / Distribution Company /Agency. KERC policy and Electricity Act (as amended from time to time) shall be applicable.

c) All fittings/erections including electrical cabling, calibration and installation of Energy Meters, electrical MDI/TOD, etc. are to be installed as per BMRCL's specifications.

d) BMRCL may provide electricity at the point nearest to the required location on payment of required charges as specified in Annexure-10.6 (Section-VII) to the Tender document. The Licensee may also undertake electrical works for extension of power from nominated source under BMRCL supervision and complying all codal provisions & BMRCL specifications. The Licensee shall follow the provisions stipulated in "Rules and Guidelines for Release of Electric Power" (Annexure-10.6) as amended from time to time.

e) In case of restricted availability of power supply/breakdown, the station power requirements would get first priority and this may result in restriction/restoring of power supply to the Licensee in such situations. In such situations or any supply disruptions due to strikes of employees, breakdowns of machinery and plant, lock-out, failures of incoming supply of BMRCL or such causes where the supply of BMRCL is affected by a cause or causes over which BMRCL has no control, BMRCL shall not be liable for any claims for loss, damage or compensation whatsoever, arising out of failure of supply due to any of the afore mentioned causes.

12.2 Water & Drainage facility: No water and drainage facility will be provided by BMRCL.

12.3 Telephone: BMRCL may give permission for installation of cables for telephone/ telecommunication equipment subject to technical feasibility.

12.4 Parking: The parking facilities provided as part of the Station parking wherever provided may be used and all charges, fees and rules will apply as applicable to the general public and the commuters.

12.5 Encroachment: The LICENSEE will strictly not encroach up common areas / circulating areas or any other space, and restrict his operation to within the area licensed. If any encroachment has been found at any location, the license fee of such encroached area shall be charged at double the rate of license fee applicable on that date from the date of previous inspection in which the space was found as per approved plan or date of handing over, whichever is later and shall be charged till a vacation certificate of that encroached area from the concerned Station Manager or his authorized representative is submitted to BMRCL or the encroached space is got approved from the BMRCL, whichever is later.

12.6 Re-connection Charges: The Licensee voluntarily agrees to make all payments as may be demanded by the Licensor towards reconnection of utilities including electricity supply which may have been disconnected by the Licensor for reasons on account of default from the Licensee. The Licensee undertakes not to seek any claim, compensation, consideration or damages due to such disconnection and reconnection.

12.7 Security Arrangement: The LICENSEE will ensure safety and security of the related equipment installed at the allotted area. BMRCL in any case will not take any responsibility. However, in the event of any theft/loss of any nature, the Licensee will indemnify and keep indemnified BMRCL for any losses on this account.

12.8 Services Provided by BMRCL: Reasonable security services for the station building, cleaning, trash removal and washing of the station building premises, adequate lighting in the common areas and exterior lighting outside the station building. In the event that any one of the services provided for by BMRCL may be interrupted or suspended by reason of accident, repair, alterations, strikes, lockout, and except as hereinafter provided, BMRCL shall not be liable to the

LICENSEE therefore provided however that BMRCL shall use its best efforts to restore such services as soon as reasonably possible.

13. Force Majeure

13.1 Neither BMRCL nor Licensee shall be liable for any inability to fulfil their commitments and obligations hereunder occasioned in whole or in part by Force Majeure. Any of the following events resulting in material adverse effect, shall constitute force majeure events:

a) Earthquake, Flood, Inundation, Landslide.

b) Storm, Tempest, Hurricane, Cyclone, Lighting, Thunder or other extreme atmospheric disturbances.

c) Fire caused by reasons not attributable to the Licensee.

d) Acts of terrorism.

e) War, hostilities (Whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war.

f) Strikes or boycotts, other than those involving the Licensee, its contractors, or their employees, agents etc., and

The License fee for the portion affected due to Force Majeure shall be exempted for the affected period on pro-rata basis if the period of Force Majeure persists for more than 7 days.

13.2 Such Force Majeure occurrence shall be notified to the other party within 15 days of such occurrence. If such Force Majeure continues for a period of three months, the party notifying the Force Majeure condition may be entitled to, though not being obliged, to terminate this agreement by giving a notice of one week to the other party and interest free Performance Security & Security Deposits shall be refunded by BMRCL to the Licensee after adjusting outstanding dues, if any.

14. Material Breach of Contract / Events of Default:

Following shall be considered Material Breach of the Contract by Licensee resulting in Licensee's Events of Default:

14.1 The Licensee shall maintain the validity of certificates required in Technical Requirements of Bid Document during the Tenure of License Agreement, failing which it shall be treated as a Breach of Contract.

14.2 If at any time during the subsistence of the License Agreement, there is non-conformity to the License Agreement or any time during the License Agreement, the Licensee indicates its unwillingness to abide by any clause of this License Agreement or repudiates the Agreement.

14.3 If the Licensee fails to pay License Fee or other amounts due to BMRCL. Even non- payment of one-month License Fee will be considered an Event of Default.

14.4 If the Licensee is in persistent non-compliance of the written instructions of BMRCL officials.

14.5 If the Licensee or any of its representatives cause an incident or accident that results in injury or death to BMRCL employees/ commuters or loss to BMRCL property.

14.6 If Licensee is in violation of any other Clauses of this Agreement and after three written notice from BMRCL fails to cure the Default to the satisfaction of BMRCL.

14.7 The failure by LICENSEE to observe or perform any of the covenants, conditions or provisions of the agreement, where such failure shall continue for a period of 15 working days, after receipt of written notice thereof by BMRCL to the LICENSEE, provided however, that if the nature of the LICENSEE's default is such that it cannot be cured solely by payment of money and that more that 15 working days may be reasonably required for such cure, then the LICENSEE shall not be deemed to be in default if the LICENSEE shall commence such cure within such 15 day period and shall thereafter diligently process such cure to completion.

14.8 The filing by/ or against the LICENSEE of a petition to have the LICENSEE adjudged bankrupt or a petition of re-organization or arrangement under any law relating to bankruptcy.

14.9 The appointment of a trustee or receiver to take possession of substantially all of LICENSEE 's assets.

14.10 The attachment, execution or other judicial seizure of all of LICENSEE 's assets.

14.11 BMRCL's Remedies:- Upon the occurrence of any event of default under the license agreement by the LICENSEE, then BMRCL in addition to other rights or remedies it may have, shall have the right to terminate/revoke the License agreement upon thirty (30) days of written notice to the LICENSEE and also the right, with or without the termination of license, of re-entry upon and taking possession of the Licensed Premises and BMRCL may remove all persons and property from the licensed premises; such property may be removed and stored in any other place in the station building or in any other reasonably secure place for the account of and at the expense and risk of the LICENSEE. The LICENSEE hereby shall waive all claims for damages which may be caused by the re-entry of BMRCL and taking possession of the Licensed Premises or removing or storing the furniture and property as herein provided and shall save BMRCL harmless from any costs or damages occasioned BMRCL thereby, and no such re-entry shall be construed to be a forcible entry. BMRCL will continue to reserve the right to enter into a separate license agreement for the said fibres/premises without any obligations or rights towards the original LICENSEE.

15. Termination:

15.1 If any of the above Material Breach and Licensee Events of Default happens, then:

a) BMRCL, after giving due notice to the Licensee to Cure the Default, shall be entitled to terminate the License Agreement. For the avoidance of Doubt, it is clarified that the Cure Period available to the Licensee shall be as provided in various Clauses and sub-clauses of this Agreement.

b) In consequent to termination of License Agreement on Licensee Event of Default, the Interest Free Security Deposit/Performance Security shall be forfeited in favour of BMRCL after adjustment of all dues what so ever. Any outstanding dues payable to BMRCL shall be adjusted/ recovered from the advance license fee and from forfeited interest free Security Deposit/ Performance Security. Balance outstanding dues, if remaining after adjustment of outstanding dues from the advance license fee and interest free Security Deposit / Performance Security, shall be recovered from the Licensee.

15.2 On operational exigency ground, BMRCL reserves the right to partially or fully withdraw any licensed optical fibres and premises by giving three months' advance notice. BMRCL shall endeavor to provide alternate fibres/premises, if available and acceptable to the Licensee. However, if Licensee is not willing to shift their equipment to the alternate fibres/premises due to any reason, the respective fibres/premises shall be treated as withdrawn/terminated by BMRCL and the respective Interest Free Security Deposit/ Performance Security shall be adjusted against outstanding dues in next invoice or refunded after adjustment of out-standing dues in case of termination of agreement. The Licensee shall be bound to release the fibres and vacate the premises within the given time period at his own expenses. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard.

16. Surrender:

16.1 Partial surrender of License by the Licensee shall not be accepted under any circumstances.

(a) If the Licensee is desirous of terminating the license hereby created before expiry of the lock in period, the license agreement shall have deemed to be terminated on the date mentioned in termination/surrender notice, subject to confirmation by BMRCL. In such case, the balance interest free security deposit / performance security shall be forfeited in favour of BMRCL. The outstanding dues, if any will be payable to BMRCL, in addition.

(b) The Licensee shall have option to exit from License agreement immediately after completion of lock in period. For this, Licensee shall give 180 days prior intimation to BMRCL before completion of defined lock in period of three years. In such a case, the balance interest free security deposit / performance security shall be refunded after adjusting the outstanding dues, if any payable on the part of Licensee. Balance outstanding dues, if any, even after adjustment from interest free security deposit / performance security shall be recoverable from the Licensee.

(c) If the Licensee is desirous of terminating the license after expiry of the Lock in period without serving any intimation period or shorter intimation period than 180 days, the agreement shall have deemed to be terminated on completion of such improper intimation period. In such cases, the interest free security deposit /performance security shall be refunded to the Licensee after adjustment of license fee for the period of 180 days and outstanding dues, if any. Balance outstanding dues, if any, even after adjustment from interest free security deposit /performance security, shall be recoverable from the Licensee.

17. Upon termination of this Agreement for any reason whatsoever:

17.1 On the date of termination, the connection between optical fibres of BMRCL and optical fibres of Licensee shall be disconnected. The electrical supply to the licensed premises shall be discontinued.

17.2 Handing over on Termination / Completion / Surrender: In case of Termination / Completion / Surrender of the License Agreement, the Licensee shall hand over the vacant spaces and the fibres to concerned Station Manager or its authorized representative peaceful vacant possession of all Licensed Premises in the good condition except for reasonable wear and tear and acts of God and nature. Licensee shall remove all the equipment, fixtures, panels, etc. from BMRCL premises within 30 days of issue of termination letter, failing which these structures, equipment, fixtures, panels, etc. shall become property of BMRCL. If the property is not handed over in good condition as required under this agreement, BMRCL reserves the right to seek exemplary damages and indemnification.

17.3 If the LICENSEE fails to vacate the demised fibres/premises within a grace period of 30 days of termination / surrender / natural completion of the agreement, the LICENSEE shall be deemed to be an unauthorized occupant in the said premises and shall be liable to pay license fee for licensed space at the double the rate of License Fee applicable at that time for the whole period of unauthorized occupancy.

17.4 BMRCL shall repay amounts owing to the LICENSEE if any, after deducting all dues including usage charges such as electricity charges etc. as per provisions of this License Agreement.

17.5 The termination of this Agreement shall not release either party from its obligation to pay any sums then owing to the other party nor from the obligation to perform or discharge any liability that had been incurred prior thereto.

17.6 Consequent to issue of termination letter, after approval of competent authority, the said fibres/premises will become free of all encumbrances for re-marketing.

18. Dispute Resolution

18.1 Any and all Disputes shall be settled in accordance with the provisions of Clause 18. No action at law concerning or arising out of any Dispute shall be commenced unless and until all applicable

Dispute resolution procedures set out in this clause shall have been finally exhausted in relation to that Dispute or any Dispute out of which that Dispute shall have arisen with which it may be or may have been connected.

18.2 For the purpose of Sub-clause 18.3, a Dispute shall be deemed to arise when one party serves on the other party a notice in writing (hereinafter called a "Notice of Dispute") stating the nature of the Dispute provided that no such notice shall be served later than 28 days after the Contract completion date.

18.3 Disputes shall be settled through two stages:

a. Conciliation procedures as established by "The Arbitration and Conciliation Act-1996" & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof and in accordance with this Clause. In the event this procedure fails to resolve the Dispute then;

b. Arbitration procedures undertaken as provided by "The Arbitration and Conciliation Act -1996" & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof and in accordance with this Clause.

18.4 Within 60 days of receipt of Notice of Dispute, either party shall refer the matter in dispute to conciliation.

Conciliation proceedings shall be initiated within 30 days of one party inviting the other in writing to Conciliation. Conciliation shall commence when the other party accepts in writing this invitation. If the invitation is not accepted, then Conciliation shall not take place. If the party initiating conciliation does not receive a reply within 30 days from the date on which he sends the invitation, he may elect to treat this as a rejection of the invitation to conciliate and inform the other party accordingly.

The Conciliation shall be undertaken by one Conciliator selected from a panel of Conciliators maintained by the Employer. The Conciliator shall assist the parties to reach an amicable settlement in an independent and impartial manner.

18.5 The Employer shall maintain a panel of Conciliators with requisite qualifications and professional experience who shall be from serving or retired engineers of Government Departments, or of Public Sector Undertakings. Out of this panel, a list of three Conciliators shall be sent to the Contractor who shall choose one of them to act as Conciliator and conduct conciliation proceedings in accordance with "The Arbitration and Conciliation Act, 1996", of India & amended by the 'Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof".

In the event of the Contractor not choosing the Conciliator from the panel furnished by the Employer, within a period of 30 days, the Employer is at liberty to choose and nominate a Conciliator from the same panel and communicate to the Contractor which will be final and binding on the Contractor.

The Employer and the Contractor shall in good faith co-operate with the Conciliator and, in particular, shall endeavour to comply with requests by the Conciliator to submit written materials, provide evidence and attend meetings. Each party may, on his own initiative or at the invitation of the Conciliator, submit to the Conciliator suggestions for the settlement of the dispute.

When it appears to the Conciliator that there exist elements of a settlement which may be acceptable to the parties, he shall formulate the terms of a possible settlement and submit them to the parties for their observations. After receiving the observations of the parties, the Conciliator may reformulate the terms of a possible settlement in the light of such observations.

If the Parties reach agreement on a settlement of the dispute, they may draw up and sign a written settlement agreement. If requested by the Parties, the Conciliator may draw up, or assist the Parties in drawing up, the settlement agreement.

When the Parties sign the settlement agreement, it shall be final and binding on the parties and persons claiming under them respectively.

The Conciliator shall authenticate the settlement agreement and furnish a copy thereof to each of the Parties.

As far as possible, the conciliation proceedings should be completed within 60 days of the receipt of notice by the Conciliator.

The Parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.

18.6 The conciliation proceedings shall be terminated:

a. by the signing of the settlement agreement by the Parties on the date of agreement; or

b. by written declaration of the Conciliator, after consultation with the Parties, to the effect further efforts at conciliation are no longer justified, on the date of declaration; or

c. by a written declaration of the Parties to the Conciliator to the effect that the conciliation proceedings are terminated, on the date of declaration; or

d. by a written declaration of a Party to the other Party and the Conciliator, if appointed, to the effect that the conciliation proceedings are terminated, on the date of declaration.

Upon termination of the conciliation proceedings, the Conciliator shall fix the costs of the conciliation and give written notice thereof to the Parties. The costs shall be borne equally by the Parties unless settlement agreement provides for a different apportionment. All other expenses incurred by a Party shall be borne by that Party.

18.7 If the efforts to resolve all or any of the disputes through conciliation fails, then such disputes or differences, whatsoever arising between the parties, arising out of or touching or relating to construction/manufacture, measuring operation or

a. Only such dispute(s) or difference(s) in respect of which could not be settled through Conciliation, together with counter claims or set off, given by the Employer, shall be referred to arbitration. Other matter shall not be included in the reference.

b. The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by Employer.

c. The dispute so referred to arbitration shall be settled in accordance with the Arbitration & Conciliation Act, 1996 as amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof.

18.7.1 Further, it is agreed between the parties as under:

Number of Arbitrators: The arbitral tribunal shall consist of

i) Sole Arbitrator in cases where total value of all claims in question added together does not exceed Rs. 2.00 crores;

ii) Three (3) arbitrators in all other cases.

18.7.2 **Procedure for Appointment of Arbitrators:**

The arbitrators shall be appointed as per following procedure:

i) In case of Sole Arbitrator: Within 60 days from the day when a written and valid demand for arbitration is received by Employer, the Employer will forward a panel of 03 names to the Contractor. The Contractor shall have to choose one Arbitrator from the panel of three, to be appointed as Sole Arbitrator within 30 days of dispatch of the request by the Employer. In case the Contractor fails to choose one Arbitrator within 30 days of dispatch of the request of the Employer then Employer shall appoint any one Arbitrator from the said panel of 03 Arbitrator, as Sole Arbitrator.

ii) In case of 3 Arbitrators:

a) Within 60 days from the day when a written and valid demand for Arbitration is received by Employer, the Employer will forward a panel of 5 names to the Contractor. The Contractor will then give his consent for any one name out of the said panel, to be appointed as one of the Arbitrator within 30 days of dispatch of the request by the Employer.

b) Employer will decide the second Arbitrator. Employer shall appoint the two Arbitrators, including the name of one Arbitrator for whom consent was given by the Contractor, within the 30 days from the receipt of the consent for one name of the Arbitrator from the Contractor. In case the Contractor fails to give his consent within 30 days of dispatch of the request of the Employer, then Employer shall nominate both the Arbitrators from the said panel.

c) The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties out of the panel of 05 Arbitrator provided to Contractor or from the larger panel of Arbitrators to be provided to them by Employer at the request of two appointed Arbitrators (if so desired by them) and who shall act as Presiding Arbitrator. In case of failure of two appointed Arbitrators to reach upon consensus within period of thirty days from the date of their appointment, then, upon the request of either or both parties, the Presiding Arbitrator shall be appointed by the Employer, from above Panel.

d) If one or more of the Arbitrators appointed as above refuses to act as Arbitrator, withdraws from his office as Arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as Arbitrator for any reason whatsoever or dies or in the opinion of the Employer fails to act without undue delay, the Employer shall appoint new Arbitrator/ Arbitrators to act in his/their place except in case of new Presiding Arbitrator who shall be chosen following the same procedure as mentioned in para (ii)(c) above. Such reconstituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous Arbitrator(s).

e) The Employer at the time of offering the panel of Arbitrator(s) to be appointed as Arbitrator shall also supply the information with regard to the qualification of the said Arbitrators nominated in the panel along with their professional experience, phone nos. and addresses to the Contractor.

18.7.3 **Qualification and Experience of Arbitrators** (to be appointed as per sub clause 18.7.2 above):

The Arbitrators to be appointed shall have minimum qualification and experience as under:

Arbitrator shall be;

A Working / Retired Officer (not below E-8 grade in a PSU with which BMRCL has no business relationship) of any discipline of Engineering or Accounts / Finance department, having experience in Contract Management of Construction Contracts; or A Retired Officer (retired not below the SAG level in Railways) of any Engineering Services of Indian Railways or Indian Railway Account Service, having experience in Contract Management of Construction Contracts; or a Retired Officer who should have retired more than 3 years previously from date of appointment as Arbitrator (retired not below E-8 grade in BMRCL or a PSU with which BMRCL has a business relationship) of any Engineering discipline or Accounts / Finance department, having experience in Contract Management of Construction Contracts or retired judge of any High Court or Supreme Court of India or reputed Chartered Accountant & should be a member of ICAI, New Delhi. No person other than the persons appointed as per above procedure and having above qualification and experience shall act as Arbitrator.

18.7.4 No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by tribunal having due regard to the delay in making it.

18.7.5 Neither party shall be limited in the proceedings before such arbitrator(s) to the evidence adduced or arguments put forth before the Engineer for the purpose of obtaining his decision. No decision given by the Engineer in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator(s) on any matter, whatsoever relevant to dispute or difference referred to arbitrator/s. Neither party shall be limited in proceedings before such arbitrators to the evidence nor that arguments previously put forth during settlement through Conciliation proceedings.

18.7.6 It is agreed by both the Parties that in cases where Arbitral Tribunal is consist of a Sole Arbitrator their disputes shall be resolved by the fast track procedure specified in sub-section (3) of 29B of the Arbitration and Conciliation (Amendment) Act, 2015 or as amended up to date.

18.7.7 If the contractor/s does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Employer/Engineer that the final bill is ready for signature of the Contractor(s), he/they will be deemed to have waived his/their claim(s) and the Employer shall be discharged and released of all liabilities under the contract in respect of these claims.

18.7.8 Arbitration proceedings shall be held at Bangalore, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

18.7.9 The Arbitral Tribunal should record day to day proceeding. The proceedings shall normally be conducted on the basis of documents and written statements. All arbitration awards shall be in writing and shall state item wise, the sum awarded or claims rejected and detailed reasons upon which it is based. A model time schedule for conduct of Arbitration proceedings in a period of 180 days/ 365 days will be made available to Arbitral Tribunal for their guidance. Both the parties should endeavour to adhere to time schedule for early finalization of award.

18.7.10 The award of the sole Arbitrator or the award by majority of three Arbitrators as the case may be shall be binding on all parties. Any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the views of Presiding Arbitrator shall prevail.

18.7.11 A party may apply for correction of any computational errors, any typographical or clerical errors or any other mathematical error of similar nature occurring in the award of a tribunal and interpretation of specific point of award to tribunal within 60 days of the receipt of award.

18.7.12 A party may apply to tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

18.8 Where recourse to a Court is to be made in respect of any matter, the court at BANGALORE shall have the exclusive jurisdiction to try all disputes between the parties.

19. Miscellaneous

19.1 Insurance and Waiver of Liability- The Licensee will bear the cost, throughout the term of the License, for a comprehensive general liability insurance covering injury to or death of any person(s) while working in BMRCL premises, including death or injury caused by the sole negligence of the Licensee or the Licensee's failure to perform its obligations under the agreement. The Licensee shall submit to BMRCL, suitable evidence that the foregoing policy or policies are in effect. In the event of the default i.e. avoiding the insurance cover, the Licensee agrees and undertakes to indemnify and hold BMRCL harmless against any liability, losses, damages, claims, expenses suffered by BMRCL because of such default by the Licensee.

19.2 The Licensee shall comply with all the provisions of Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation & Abolition) Act-1976 including any subsequent amendment thereof and the rules made there under. Licensee will indemnify BMRCL Administration for any loss and damages suffered due to violation of its provision.

19.3 The Licensee shall comply with the laws of land including Bangalore Pollution Control Board guidelines regarding advertisement/display. BMRCL will not be held liable for any

change/modification in the laws that adversely affect this Agreement. Licensee shall have no right / claim in this regard, whatsoever the reason may be.

19.4 The Licensee will not ask for any claim or seek any compensation from BMRCL if allotment of any fibres or installation of equipment at licensed premises at any station is not permitted due to court order/local laws/civil authorities.

19.5 The Licensee hereby indemnifies BMRCL against any loss, damage or liabilities arising as a result of any act of omission or commission on part of Licensee or on part of its personnel or in respect of non-observance of any statutory requirements or legal dues of any nature.

19.6 The Licensee hereby agrees that BMRCL shall have no responsibility as regards Licensee employees and the employees shall be the employees of Licensee only and shall not be construed under any circumstances as employees of BMRCL. Licensee hereby indemnifies BMRCL against the claims made by Licensee's employees against BMRCL.

19.7 The Licensee hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said premises. Licensee hereby indemnifies BMRCL against any liability arising in connection with the employment of its personnel in the said premises by Licensee. Licensee hereby undertakes to carry out police verification of its employees and submit the copy of same to Property Business Wing of BMRCL in accordance with BMRCL's policies regulations prevalent at that time.

19.8 That no tenancy/sub-tenancy is being created by BMRCL in favour of Licensee under or in pursuance of this Agreement and it is distinctly & clearly understood, agreed & declared by and between the parties hereto that:

a) That the Licensee shall not have or claim any interest in the said fibres/ premises as a tenant/ sub-tenant or otherwise:

b) That no right as a tenant/sub-tenant or otherwise is purported or intended to be created or transferred by BMRCL in favour of Licensee in or in respect of the said fibres/premises, except to carry out their activities over the granted space under this License Agreement; and

c) That the rights, which Licensee shall have in relation to the said fibres/premises, are only those set out in this Agreement.

19.9 The relationship between BMRCL and Licensee under and/or in pursuance of this Agreement is as between Principal and Principal. Consequently, neither party shall be entitled to represent the other and/or make any commitment on behalf of and /or with traders or any other party. Furthermore, no relationship in the nature of Partnership or Association of persons is hereby being created or intended to be created between BMRCL on the one hand and Licensee on the other hand in connection with and/or relating to business to be operated by Licensee at the said premises.

19.10 Licensee shall bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuation, pension and provident fund contributions, contributions to worker's compensation funds and employees state insurance and other taxes and charges and all fringe and employee benefits including statutory contributions in respect of such personnel employed/deployed by the Licensee and these personnel shall at no point of time be construed to be employees of BMRCL and the Licensee shall be solely responsible for compliance with all labour laws which shall include all liabilities of the Provident Fund Act, ESI Act, Workmen's compensation Act, Minimum Wages Act and other Labour Welfare Act in respect of its personnel. The Licensee shall indemnify BMRCL from any claims that may arise in connection with above.

19.11 Employees conduct: The Licensee shall ensure that all persons employed behave in an orderly and disciplined manner and that the said employees are prohibited from carrying on any unlawful, unfair activities or demonstrations. The Licensee shall, within 45 days of handing over of the Fibres/space, submit the details/Bio data of personnel, it intends to employ/deploy for carrying out

the work of fibre/equipment installation. The personnel deployed shall be educated, decent, courteous and without any adverse or criminal background. In this connection, Licensee shall be required to furnish declaration to BMRCL with respect to all his personnel deployed. Further, within 45 days of issue of LOA, Licensee shall submit police verification report in respect of all its personnel (to be deployed for the work of media installation) to BMRCL. All the Licensee's personnel shall be required to possess ID card while working in BMRCL's premises as per prevailing procedure. Access inside the stations in paid areas shall be through smart cards as per prevailing applicable charges, in addition to the valid ID cards.

19.12 Misuse: - The Licensee shall use the granted space under the agreement only for those services provided therein and shall not use the same for any other purposes. In case, the Licensee carries on any business or uses the said fibres/premises for any other purposes the license shall deemed to have been misused and BMRCL (Licensor) shall immediately terminate the said agreement. All liabilities for misused charges and misuser proceedings, if so initiated shall be that of the Licensee only. The Licensee will indemnify and keep indemnified BMRCL for any losses on this account.

19.13 Compliance with the Law: - The premises and the fixtures and the appurtenances thereto (except those installed by BMRCL) conform to every applicable requirement of law or duly constituted authority or the requirements of the carriers of all insurance on or relating to the licensed fibres/premises. The LICENSEE at its sole risk and expenses, at all times during the term thereof promptly comply with all such requirements. The LICENSEE shall comply with all applicable statutes, ordinances, rules and regulations of central, state governments, municipal bodies, and all applicable rules and also regulations of the BANGALORE Fire department. The Licensee shall also comply with all rules and regulations under the Metro Railways(Operations and Maintenance) Act 2002 and also to instructions issued from time to time from the office of the General Manager/Property Business i.e. Property Business Cell, BMRCL. Non – compliance with rules/ regulations/ notices and laws may be treated as breach of contract and may lead to termination of contract and forfeiture of interest free security deposit and other payments. Licensee shall comply with and abide by the judgments passed from time to time by Hon'ble Supreme Court / High Court or any other judicial / quasi judicial body / authority. The same shall be the responsibility of Licensee.

19.14 Transfer: - The LICENSEE, during the tenure of this license shall not transfer, assign or part with the licensed fibres/premises or any portion thereof permanently or temporarily to anybody else and shall not be allowed to take any person to share the accommodation nor in partnership without the prior written permission of the Licensor, nor shall they be entitled to allow any person to occupy the licensed fibres/premises or to use any part thereof save with the prior permission in writing of the Licensor.

20. Jurisdiction of Courts

The Court at Bangalore shall have the exclusive jurisdiction to try all disputes between the parties arising out of this agreement.

21. Governing Law

This Agreement is construed and enforceable under the applicable laws of the Republic of India.

22. Language

This License Agreement and the other Contract Documents are made in the English Language.

23. Notices

23.1 That any notice to be served upon BMRCL shall be sufficiently served and given if delivered to- "Managing Director, BMRCL, 3rd Floor, B.M.T.C. Complex, K H Road, Shanthinagar, Bangalore-560 027".

23.2 That any notice which may be required to be served upon the Licensee shall be served and given if delivery by Registered AD/Speed Post/Courier at the Address given on the First page of the License Agreement or delivered in person to the authorized representative of Licensor.

23.3 That any notice or correspondence under the terms of this License shall be in writing by registered post/ Speed Post/ Courier or delivered personally. All activities including day to day management, billing, cancellation/termination/surrender etc. shall be carried out from the office of the General Manager/Property Business or by his duly authorized representative.

23.4 Only written instructions/ notices of any party shall be entertained by the other party.

In Witness whereof the parties hereto have caused this agreement to be signed in their respective hands as of the day and year first before written.

…. / …. / 2024	…. / …./ 2024
(……)	(Authorized Signatory)
FOR AND ON BEHALF OF BANGALORE METRO RAIL CORPORATION LIMITED	FOR AND ON BEHALF OF LICENSEE

IN WITNESS WHEREOF the LICENSEE and the BMRCL have set their hands hereunto on the day, month and year first written above in the presence of the following witnesses:

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BMRCL	**LICENSEE**

Annexure-10.1

Details of Optical Fibres

(Attachment to License Agreement)

Sl. No.	Section Name	Line	Total number of fibre pairs	Approximate length of fibre pair of the section	Total route km of fibre required

…. / …. / 2024

(……)

FOR AND ON BEHALF OF
BANGALORE METRO RAIL
CORPORATION LIMITED

…. / …./ 2024

(Authorized Signatory)

FOR AND ON BEHALF
OF
LICENSEE

Annexure-10.2

Details of Space

(Attachment to License Agreement)

Sl. No.	Station Name	Line	Approx. Area in Sq. Meters

Annexure 10.3

Acceptance Testing Certificate

Certified that OTDR tests (OTDR traces are attached) have been conducted on the following fibres as mentioned in Table-1 below and are fit for commissioning and available for use of Licensee

TABLE - 1

OTDR test results:

Date of Testing:

Station "A"	Station "B"	Distance in meters	Fibre No.	Power loss in OTDR (dB/Km)	
				1310	1550

Signature & Desgn.

Date:

For Licensee

Signature & Desgn.

Date :

For BMRCL

Annexure – 10.4

FORM OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)

(Reference ITT clause 2.8)

(To be stamped in accordance with Stamp Act, if any, applicable for the issuing bank)

To,
Bangalore Metro Rail Corporation Limited (BMRCL)
3rd Floor BMTC Complex,
K.H. Road, Shanthinagar
Bengaluru- 560027.
Karnataka, INDIA.

1. **WHEREAS** _____ *[Name and Address of the Tenderer]* (hereinafter referred to as the "Bidder" or "Tenderer") has undertaken for submission of Tender in pursuance of Tender Notification No. _____ for _____ *[Name of the Works]* (hereinafter referred to as the "Bid" or "Tender").

2. **AND WHEREAS** it has been stipulated in the Tender issued by Bangalore Metro Rail Corporation Limited (BMRCL) (hereinafter referred to as the "Employer" or "BMRCL") that the Tenderer shall furnish to Employer an unconditional and irrevocable Bank Guarantee from an Indian Scheduled Bank (excluding Cooperative Bank) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with second schedule, for the sum specified herein below as Tender Security(EMD) for compliance of the obligations in accordance with the Tender conditions. In pursuance to this, M/s_____ has requested for issuance of the Bank Guarantee for the sum specified herein below as Tender security (EMD).

3. **AND WHEREAS** we _____ *[Name and full address of the Bank including Email address]* having registered office at _____ (hereinafter referred to as the "Bank"), which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors, assignees, do hereby agree to give the Employer such a Bank Guarantee drawn and payable at Bengaluru _____ branch on behalf of the tenderer.

4. **NOW therefore**, the Bank hereby affirm that it is the guarantor and responsible to 'Employer' and their successors, on behalf of the 'Tenderer' up to a total sum of INR _____ *[the amount of Guarantee to be specified in figure and words as specified in the Tender document]*. Further, the Bank hereby unconditionally, irrevocably and without demur undertake to immediately pay, the Employer upon the Employer's first written demand and without cavil, or arguments any sum or sums within the limits of the sum specified in this Bank Guarantee as aforesaid without the Employer being required to prove or to show grounds or reasons for the demand, by depositing/crediting to the Current Account of the Employer, the sums specified herein.

5. This Bank Guarantee is encashable at the issuing Bank's designated branch in Bengaluru, Karnataka, India, as mentioned below:

   Name of the Bank, Branch and contact details Address Telephone no: & Fax No: E-mail Address Branch Manager/s name & mobile No: Bank Zonal Office Address, Telephone No, Fax Number, E-mail Address: _____

   OR

   This e- Bank Guarantee shall be encashable at the issuing branch of the Bank through NeSL portal.

6. The Bank hereby confirms that the Bank is on the SFMS (Structural Finance Messaging System) platform and shall invariably send an advice of the Bank Guarantee to the designated Bank of the Employer as given below:

Sl. No.	Particulars	Details
i	Name of Beneficiary	Bangalore Metro Rail Corporation Limited
ii	Name of Bank	Bank of India
iii	Branch	Cantonment Branch, Bengaluru.
iv	Address of Branch	49, Jyothi Mahal, St. Mark's Road, Bangalore - 560001
v	Account No.	840420110000760
vi	IFSC Code:	BKID0008404

7. This Bank Guarantee shall be encashed at the demand of the Employer on or before the due date.

8. The Employer shall have full rights to encash this bank guarantee at any time during the validity period and the 'Tenderer' shall have no right or claim whatsoever in the matter of encashment of the Bank guarantee amount by the 'Employer'. The Bank will be fully responsible in terms of the guarantee and obligation, to make immediate payment to 'Employer', without the consent of the Tenderer and without referring the matter to the 'Tenderer'.

9. The Bank will deliver the money required by the 'Employer' immediately on demand without delay without reference to the 'Tenderer' and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the 'Tenderer'.

10. Courts at Bengaluru, Karnataka, India shall have exclusive jurisdiction for adjudicating the disputes arising out of the encashment of the Guarantee, and, the said Bank undertakes not to revoke this Guarantee during its currency, except with the previous consent of the 'Employer' in writing and agree that any change in the constitution of the Bank shall not discharge its liability hereunder.

11. This Bank Guarantee will not be discharged due to the change in the constitution of the 'Tenderer' or change in the constitution of the bank.

12. This Deed of guarantee is signed and executed by Shri/Smt _____ and Shri/Smt _____ who is/are authorized by the Bank for issuing the guarantee on its behalf and their ID No/s. and Email address/es being_____ & _____ and _____ & _____ respectively.

13. The Bank's liability under this Guarantee shall not exceed the amount of _____ *[Indian Rupees to be specified in words and figures].*

14. This guarantee shall be valid till _____ *[Date to be mentioned].*

15. The pendency of any dispute or arbitration or other proceedings shall not affect this guarantee in any manner.

16. It is hereby agreed that the liability of the Bank under this guarantee shall cease on whichever of the following events first occurs.
    a) Payment by the Bank of the guaranteed sum in full to the 'Employer',

    or

    b) Receipt of written communication from the 'Employer' to the Bank along with the original Bank Guarantee discharging the Bank of its liability covered by this Bank Guarantee. In case of electronic Bank Guarantee (e-BG), after release/discharge of eBG by the Employer through NeSL Portal.

SIGNATURE AND SEAL OF THE GUARANTOR

DATE: _____

NAME OF THE BANK: _____

ADDRESS: _____

Note:

1. *The stamp paper of appropriate value shall be purchased in the name of the bank, who issues the 'Bank Guarantee".*
2. *The above format shall be used for e-Bank Guarantee also.*
3. *For e-BG, the UIN (PAN No.) of BMRCL is 'AAACB4881D'.*
4. *Tender No. shall be the reference to be mentioned in the e-BG.*

Annexure – 10.5

FORM OF BANK GUARANTEE FOR SECURITY DEPOSIT/ PERFORMANCE SECURITY

(Refer General Terms & conditions of Contract clause 6.1)

(To be stamped in accordance with the Stamp Act of the Country of Issuing Bank)

To
Bangalore Metro Rail Corporation Limited (BMRCL)
3rd Floor, BMTC Complex,
K.H. Road, Shanthinagar
Bengaluru – 560027,
Karnataka, INDIA.

1. **WHEREAS** _____ *[Name and Address of the Contractor]* (hereinafter referred to as the "Contractor") has undertaken for due performance of the Contract, in pursuance of LoA/Contract No. _____ for _____ *[Description of the Contract work to be specified]* . (hereinafter referred to as "the Contract"). The Contract was awarded by Bangalore Metro Rail Corporation Limited (hereinafter referred to as the "Employer" or "BMRCL"), which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors and assignees, to the Contractor.

2. **AND WHEREAS** it has been stipulated in the Contract that the Contractor shall furnish to the Employer with an unconditional and irrevocable Bank Guarantee for *Performance Security* for the sum specified herein below as security for *compliance of the obligations and performance of the Contractor*. In pursuance to this M/s. _____ (the Contractor) has requested for issuance of the Bank Guarantee for the sum specified herein below.

3. **AND WHEREAS we** _____ *[Name and full address of the Bank including Email address]* having registered office at _____ (hereinafter referred to as the "Bank"), which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors, assignees, and the correspondent Bank hereby agrees to give the Employer on behalf of the Contractor such a Bank Guarantee drawn and payable at Bengaluru branch.

4. **NOW therefore**, the Bank hereby affirm, that it is the guarantor and is responsible to the Employer and their successors, on behalf of the Contractor 'up to a total sum of _____ *[the amount of Guarantee to be specified in figure and words in the respective currency/ies in which the contract price is payable]*. Further, the Bank hereby unconditionally, irrevocably and without demur undertake to immediately pay, the Employer upon the Employer's first written demand and without cavil, or arguments any sum or sums within the limits of the sum specified in this Bank Guarantee as aforesaid without the Employer being required to prove or to show grounds or reasons for the demand, by depositing/crediting to the Current Account of the Employer, the sums specified herein.

5. This Bank Guarantee is encashable at the Issuing Bank's designated Branch in Bengaluru, Karnataka, India as mentioned below:

   Name of the Bank, Branch and contact details, Address, telephone no: & Fax No: E-mail Address Branch Manager/s name & Mobile No: Bank Zonal Office Address, Telephone No, Fax Number, E-mail Address: _____

   OR

   This e- Bank Guarantee shall be encashable at the issuing branch of the Bank through NeSL portal.

6. The Bank hereby confirms that the Bank is on the SFMS (Structural Finance Messaging System) platform and shall invariably send an advice of the Bank Guarantee to the designated Bank of the Employer (Bangalore Metro Rail Corporation Limited) as given below:

Sl. No.	Particulars	Details
i	Name of Beneficiary	Bangalore Metro Rail Corporation Limited
ii	Name of Bank	Bank of India
iii	Branch	Cantonment Branch, Bengaluru.
iv	Address of Branch	49, Jyothi Mahal, St. Mark's Road, Bangalore – 560 001
v	Account No.	840420110000760
vi	IFSC Code:	BKID0008404

7. This Bank Guarantee shall be encashed at the demand of the Employer on or before the due date.

8. The Employer shall have rights to encash this Bank Guarantee at any time during the validity period and the 'Contractor' shall have no right or claim whatsoever in the matter of encashment of the Bank Guarantee amount by the 'Employer'. The Bank will have their responsibility in terms of the guarantee and obligation, to make immediate payment to the 'Employer', without the consent of the 'Contractor' and without referring the matter to the 'Contractor'.

9. The Bank shall be liable to pay the 'Employer', any amount up to and inclusive of the aforementioned full amount upon written order from the 'Employer' to indemnify the 'Employer' for any liability or damage resulting from any defects and/or shortcomings of the 'Contractor' and/or the debts the 'Contractor' may have incurred with the 'Employer' and/or any parties involved in the Works under the Contract mentioned above, whether these defects and/or shortcomings and/or debts are actual and/or estimated and/or expected. The Bank will deliver the money required by the 'Employer' immediately on demand without delay without reference to the 'Contractor' and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the 'Contractor'.

10. Courts at Bengaluru, Karnataka, India shall have exclusive jurisdiction for adjudicating the disputes arising out of the encashment of the Guarantee, and, the said Bank undertakes not to revoke this Guarantee during its currency, except with the previous consent of the 'Employer' in writing and agree that any change in the constitution of the Bank shall not discharge its liability hereunder.

11. This Bank Guarantee will not be discharged due to the change in the constitution of the 'Contractor' or change in the constitution of the Bank.

12. This Deed of guarantee is signed and executed by Shri/Smt _____and Shri/Smt _____who is/are authorized by the Bank for issuing the guarantee on its behalf and their ID No/s. and Email address/es being _____ & _____ and _____ & _____ respectively.

13. The Bank's liability under this Guarantee shall not exceed the amount of_____ *[Indian Rupees to be specified in words and figures].*

14. This Bank guarantee shall be valid till _____ *[Date to be mentioned].*

15. The pendency of any dispute or arbitration or other proceedings shall not affect this guarantee in any manner.

16. It is hereby agreed that the liability of the Bank under this guarantee shall cease on the happening of any of the following events:

    a) Payment by the Bank of the Guaranteed sum in full to the 'Employer',

    or

    b) Issue of written communication by the Employer, to the Bank, along with the original Bank Guarantee discharging the Bank of its liability covered by this Bank Guarantee. In case of electronic Bank Guarantee (e-BG), after release/discharge of e-BG by the Employer through NeSL Portal.

SIGNATURE AND SEAL OF THE GUARANTOR

DATE: _____

NAME OF THE BANK: _____

ADDRESS: _____

Notes:

1. *The stamp paper of appropriate value shall be purchased in the name of the bank, who issues the 'Bank Guarantee".*
2. *The Bank Guarantee to be submitted shall be got issued from an Indian Scheduled Bank (excluding Cooperative Bank) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with second schedule.*
3. *The above format shall be used for e-Bank Guarantee also.*
4. *For issuance of e-BG, the UIN (PAN No.) of BMRCL is 'AAACB4881D'.*
5. *Tender No. shall be the reference to be stated in the e-BG.*

Annexure-10.6

Rules and Guidelines for Release of Electric Power

1. Electric power required for commercial activity within footprint of metro station is required to be sourced from existing available source of BMRCL station; availing power supply from out- side agencies in BMRCL is not permitted. The disbursement of power at different stations shall be dealt with individually under separate connections.

2. The power supply connection released for commercial activity shall be from the available BMRCL power network, which is reliable having adequate redundancy. DG supply will not be made available. The power fed shall be from normal source without backup network, Applicant's may however, provide UPS / Inverter at their cost if they so desire. Installation of DG set is not permitted.

3. Underground metro stations are already air-conditioned and hence separate AC for these are not required. In underground stations, installation of window / split AC are not permitted, in case of A/C requirement tapping of connection from chilled water line shall be given on chargeable basis, further work shall be done by Applicant. However, for elevated stations Applicant may provide AC at his own cost conforming to detailed specifications attached at Annexure-E.

4. Applicant shall undertake electrical work for extension of power from nominated source under BMRCL supervision and complying all codal provisions as listed in BMRCL specifications, upon payment of requisite fees of Rs. 10,000/- per feeder (one feeder with energy meter).

5. BMRCL provides power supply up to leased premises on chargeable basis. For meeting the requirement following works shall be done:

   a) Supplying and laying including end termination of suitable size (rating suitable for allowable electric load) LT FRLS cable (from source to nearest point) as per standard specifications.

   b) Supplying and laying of meter box, pre-paid energy meter and MCB for extending the power. Pre-paid energy meters require periodic recharge; if timely recharge is not done then electric supply is automatically disconnected.

6. Applicant shall extend power supply from this Meter box at his own cost. Please find attached list of approved makes and specifications to be complied for carrying out electrical works inside leased premises in Annexure-10.6D. Applicant is also required to comply with necessary provision for fire safety in accordance with stipulations attached at Annexure-F. The work executed by Applicant shall be inspected by BMRCL representative for ensuring compliance of specifications / stipulations of contract.

7. At the end of the contract (pre-mature surrender/termination, natural completion, etc.), all cable, pre-paid meter, connected software, etc. shall be sole property of BMRCL. The Applicant voluntarily and unequivocally agrees not to seek any claim, damage, compensation or any other consideration whatsoever on account of time and costs associated, in making provision of electricity.

8. Mode of power supply: If Applicant desires, they may seek temporary or permanent connection. Temporary connection is given for limited time i.e. 30 days.

9. Permanent connection is given after ensuring all safety compliance and completion of electrical and fire safety works in leased premises in all respect.

10. During tenure of temporary power supply Rs.100/- per week per KW or part thereof shall be charged over and above applicable tariffs.

11. In case of failure to convert the temporary connection to permanent within stipulated time, temporary connection charge shall be doubled. Format of application for temporary and permanent connection and lists of documents required are attached at Annexure- 10.5 A & 10.5 B.

12. Tariff: Rate of electricity shall be charged from Applicant at which concerned BESCOM would be charging, had they obtained electric connection from them.

Annexure –10.6 A

Format of Application for Temporary Power Supply

SN	Item		Details
1	Name of the Applicant	:	
2	Station	:	
3	Reference to allotment letter (Copy to be attached)	:	
4	Load Requirement (KW)	:	
5	Details of submission of Advance Consumption De-posited as per load	:	
6	Details of Cable installed along with earthing (Make and rating) Attach cable test report	:	
7	Details of MCCB/MCB installed (make and rating)	:	
8	Details of ELCB installed (make and rating)	:	
9	Details of MDI / TOD Energy installed (Make and rating) Attach Original Meter Test Report	:	
10	Please confirm whether lockable DB with earthing has been provided and sealed by BMRCL representative	:	
11	Attach Cable layout plan (submitted by license & signed by concerned E & M supervisor)	:	Attached /
12	Attach Electrical Declaration along with annexure on Rs.100/- Non-judicial Stamp paper	:	Attached /

Procedure

1. After ensuring laying of cable and meter box as per stipulations, applicant shall apply to BMRCL in above form.
2. Electrical Department shall release temporary electric connection after verification.
3. Applicant to ensure that rules and specifications for electrical works and fire safety requirements have been understood by them and necessary approval wherever required has been taken / applied for.

Annexure –10.6 B

Format of Application for Permanent Power Supply

SN	Item		Details
1	Name of the Applicant	:	
2	Station	:	
3	Reference to allotment letter (Copy to be attached)	:	
4	Load Requirement (KW)	:	
5	Details of submission of Advance Consumption Deposited as per load	:	
6	Details of Cable installed along with earthing(Make and rating) Attach cable test report	:	
7	Details of MCCB/MCB installed (make and rating)	:	
8	Details of ELCB installed (make and rating)	:	
9	Details of MDI / TOD Energy installed (Make and rating) Attach Original Meter Test Report	:	
10	Please confirm whether lockable DB with earthing has been provided and sealed by BMRCL representative	:	
11	Attach Cable layout plan (submitted by licensee & signed by concerned E & M supervisor)	:	Attached /
12	Attach Electrical Declaration on Rs.100/- Non-judicial Stamp paper	:	Attached /
13	Attach Electrical Installation Test Report {In stipulated format} signed from Electrical contractor holding valid license	:	Attached / Not Attached

Procedure

1. After ensuring completion of all electrical works as per stipulations and completion of all safety requirements i.e. Fire safety, clearance by local fire service, etc. Applicant shall apply to concerned S&T department in above form.

2. E&M Department of O&M wing shall carry out inspection at site and if found complied, permanent electric connection shall be released.

Annexure-10.6 C

Electrical Installation Test Report

Sl.No	Description	Details
1	Name & Address of the Applicant	
2	Location	
3	Shop/Unipay Payment(Kiosk) Machine / Stall No./Premises allotted	
4	Connected Load	
5	Energy Meter Sl. No. & Make (Manufacturer's test report is to be enclosed)	

It is certified that all electrical work at above installation have been carried out in compliance to the IE rules, IE acts adhering to the safety norms, rules and regulations of BMRCL & that of any other statutory body. All men and material and temporary earthing have been removed from our end & the installation is fit for energizing.

I will be responsible on behalf of Applicant for non-compliance of any of the above. Copy of my valid electrical Contractor license is attached.

Seal & Signature of the Applicant

Seal & Signature of Electrical Contractor

(Holding Valid License)

Annexure-10.6 D

Specifications for Electrical Works

1. Applicant is required to prepare all the plans/drawings for Electrical & Fire work to be carried by them and obtain prior approval of BMRCL before execution. The work is required to be executed as per IE rules and through a licensed Sub Contractor. All costs associated with provision of electricity will be borne solely by the Applicant. The Applicant hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration whatsoever on account of time and cost associated in making provision of electricity.
2. For Elevated station, load up to 10 KVA shall be given in single phase & in case of underground stations, load upto 5KVA shall be given. Above this, it shall only be given in three phase. Licensee is required to balance load at his end so that no unbalancing occurs at BMRCL end.
3. Cables upto 6 Sq.mm will be of copper conductor and above 6 Sq.mm Aluminum conductors may be used. However, in case of underground station, use of Aluminum conductor cable is not allowed. Cables for single phase shall be three core, with one core as earth. For three phase load, four core cable along with separate 2 nos. of 8 SWG GI wires shall be used for earthing. For underground stations, 2 separate earth wire of 8 SWG copper conductor shall be used.
4. For elevated stations, all wires shall be FRLS. Cables shall be armoured, XLPE, FRLS. In case of Underground stations, all wires and cables shall be armoured, XLPE FRLSZH and conform to NFPA-70, BS-6724 and BS6724.
5. The meter along with MCB & ELCB box will be metallic and without any holes. DP MCB & ELCB is required for single phase supply. TPN MCB and ELCB is required in case of three phase. ELCB, cables, MCB rating for main connection shall be as per Table- 1.
6. Use of any PVC material is not permitted in the underground stations
7. Applicant will provide a separate protection for their electric requirement with proper discrimination with upstream breaker.
8. All materials specification must follow standards, codes and specification as used by BMRCL in the E&M works.
9. In case, the applicant draws power more than the sanctioned load, electricity connection may be disconnected. The electricity connection will be restored on first occasion only when Applicant pays necessary penalty as per KERC norms and removes excess load.
10. Only Galvanized Cable tray, Conduit, Cable Ladder shall be allowed.
11. Internal wiring of luminaries (Light Fittings) and signage in signage's panel shall also be FRLSZH in case of UG stations.
12. All Plastic accessories used in luminaries shall be non-flammable material, meeting all the NFPA requirements, preferable by UV and shall be suitable for application at UG station conforming to UL – 94 standards on flammability of material.

Table: 1 -- Rating of Electric Items

	Power Requirement (KVA)	Rating of MCB (A, 10kA)	Rating of ELCB (A, mA)	Cable Size Copper (Sq.mm.) DB to Applicant premises
ELEVATED STATION	0 - 0.1	0.5	16, 30	1.5
	0.1 - 0.2	1	16, 30	1.5
	0.2 - 0.5	2	16, 30	1.5
	0.5 - 0.7	3	16, 30	1.5
	0.7 - 0.9	4	16, 30	1.5
	0.9 - 1.2	5	16, 30	1.5
	1.2 - 1.4	6	16, 30	1.5
	1.4 - 2.3	10	16, 30	2.5
	2.3 - 3.7	16	16, 30	4
	3.7 - 4.6	20	25, 30	4
	4.6 - 7.4	32	32, 30	6
	7.4 - 9.2	40	40, 30	10
	9.2 - 10.0	50	63, 30	16
UNDER GROUND STATIONS	0 - 0.1	0.5	16, 30	3 Core x 4 Sq. mm (for single phase)
	0.1 - 0.2	1	16, 30	3 Core x 4 Sq. mm (for single phase)
	0.2 - 0.5	2	16, 30	3 Core x 4 Sq. mm (for single phase)
	0.5 - 0.7	3	16, 30	3 Core x 4 Sq. mm (for single phase)

Annexure-10.6 E

Declaration for Elevated Stations

[For Elevated Stations - On Non Judicial Stamp Paper of appropriate value]

I_____, son/daughter/wife of _____
Resident of_____ (hereinafter referred to as the "Applicant", which term shall mean and include executors, administrators, heirs, successors and assigns), do hereby swear and declare as under:

OR

_____ , a company incorporated under the provision of the Companies Act 1956, a sole proprietorship, a partnership having its registered office at _____(hereinafter referred as "Applicant", which expression shall unless repugnant to the context or meaning thereof, include its successors and assigns), do hereby swear and declare as under:

That the Applicant is an occupant of the premises No._____ at _____ having taken the premises from BMRCL on the terms and conditions agreed to with BMRCL which include that BMRCL may supply electricity as a part of the lease or license of the premises, based on the commercial arrangement.

The Applicant has requested the BMRCL to provide an electricity connection at the above-mentioned premises in the Applicant's name for the purpose mentioned in the application form.

The Applicant hereby agrees and undertakes:

1. that the applicant desires to have and agrees with BMRCL to take supply of energy for the above mentioned purpose, for a period of not less than two years from the date of commencement of supply and to pay for the energy so supplied and all other charges at the rates set out in the concerned State Electricity Regulatory Commission's Tariff Schedule and the miscellaneous charges for supply as may be in force from time to time, including advance Consumption Deposit etc.

2. that the Applicant shall have no objection for the BESCOM's to carry out Inspections of the Applicants' Meters & Equipment & Any Observation made by such Agencies, which are acceptable to BMRCL, shall be binding on the Applicant for Attention/Compliance.

3. that BMRCL shall be entitled to disconnect the supply of energy by issuing a disconnection notice in writing, to the Applicant, if the Applicant is in default of payment of the due charges.

4. that the applicant shall pay the full amount mentioned in the Monthly/Bi-monthly Consumption Bill as raised by BMRCL before the last date mentioned in such Monthly/Bi-monthly Bill. Applicant shall provide Test Report/Calibration report in regard to Energy Meter installed. BMRCL may ask Applicant to recalibrate the Energy Meter whenever considered necessary.

5. That all or any taxes/duties, as may be levied on the supply of electricity to the Applicant by BMRCL, shall be paid and borne by the Applicant.

6. That the Applicant agrees that BMRCL would accept an application from the Applicant for reduction in load only after two years from the original sanction. All applications for load enhancement by the Applicant would be dealt with by BMRCL as a new connection and BMRCL would follow the procedure as in the case of a new connection.

7. that BMRCL shall have the right to recover the fixed charges due as per applicable tariff for the remaining contracted period in case the contract is terminated prior to the expiry of the contracted period.

8. that all the electrical work done within the Applicant's premises including wiring, power outlets and gadgets are used and maintained properly for guarding against short circuits/fires and are as per the Indian Electricity Rule, 1956 and other applicable laws, statutory provisions and standards in force at the time, and indemnify BMRCL against any loss accrued to the Applicant on this account. Further, the Applicant agrees that if there is any harm/loss to the property of BMRCL or to any other third party due to fault in the electrical work, outlets or apparatus within the premises of the applicant, all the loss shall be borne by the Applicant.

9. to pay BMRCL all costs and expenses that BMRCL may incur by reason of a fresh service connection being given to the Applicant.

10. to indemnify BMRCL against all proceedings, claims, demands, costs, damages and expenses that BMRCL may incur by reason of a fresh service connection given to the Applicant.

11. to be bound by BMRCL's conditions of supply, and all applicable acts and rules.

12. that BMRCL shall not be responsible for any interruption/diminution of supply.

13. Others

13.1 Applicant will have to provide a Low voltage switch-board with MCB's & ELCB's of required capacity with Electronics Static Energy Meters having provision of MDI, TOD etc. of required capacity at his cost conforming to relevant BIS standards and of approved make along with test certificate shall be arranged by the applicant. The meter shall be installed and sealed by BMRCL, either within the premises of the applicant or at a common meter room/board. Applicant shall not tamper with or disturb the meter in any manner whatsoever, and shall be responsible for its safety.

13.2 BMRCL shall provide supply, if available, at one fixed point as per BMRCL plan. All cabling work to tap off the supply from the fixed point and to avail it within his premises shall be done by the applicant. Approval to the layouts/schemes/details shall be taken from BMRCL.

13.3 Only FRLS cable of required size shall be used for tapping of supply from BMRCL fixed supply to Applicant premises in rigid GI Conduit pipe.

13.4 Applicant will do wiring within his allotted space by using GI conduit or fire resistance PVC casing/caping. The Applicant shall use FRLS copper wire of the required size (the wiring scheme, the type of wiring, size of wires, various loads, plug point, light fan etc. shall be as per BMRCL's approval).

13.5 BMRCL will provide Power Supply of single phase, 230V, 50Hz for a max. connected load up to 10kW, Electrical load requirement exceeding 10 KW will be given on 3- phase, 415V, 50Hz subject to availability.

13.6 Applicant shall be given only normal power supply available in station premises. Applicant may use suitable voltage stabilizers and power factor correction equipment as per his requirement. BMRCL shall not be providing any standby power supply from station DG set or UPS.

13.7 Applicant shall not be permitted to use any standby Diesel Generator Sets. Applicant will only be the permitted to use standby UPS/Inverter system which will also be taken as a part of total connected load.

13.8 The Total Demand Load & Total Connected load shall be treated as same. Applicant will have to pay applicable demand charges as per the Total Connected Load Only.

13.9 Applicant shall use Energy efficient lighting & shall provide proper Lighting fixtures, Lamps, Electronic Ballast etc. Applicant shall provide uniform & good illumination level not less than 100 Lux in any case.

13.10 Applicant shall use reputed Brand/make Electrical wiring and switch gear items. The Electrical Contractor/agency at Applicant's cost shall carry the entire work. BMRCL's representative may inspect and supervise the work.

13.11 Applicant shall provide proper Earthing connection as per the applicable standards and shall terminate the same to the BMRCL's Distribution Board or to any other place as directed by the BMRCL. Installation Test Report issued by licensed electrical wiring contractor in the prescribed format (available with the application form) and countersigned by the applicant shall be submitted by the Applicant. Every area must have enough Fire Extinguishers as stipulated.

13.12 Applicant will not be allowed to provide Room Heating appliance of any kind.

13.13. The power shall be supplied normally at the rate of 0.5 KVA/Sq.Mtr. of space licensed out. Minimum load to be given shall be 2 KVA on which the demand charges as applicable shall be paid by the Applicant. Additional power up to 10 kW on single phase and thereafter on three phase system if required by the Applicant will be sup- plied subject to availability at an additional cost and conditions to be stipulated by BMRCL.

13.14. In case, Applicant draws power more than the connected load, his electricity connection shall be disconnected. The electricity connection will be provided back on first occasion only when Applicant pays necessary penalty as per State ERC norms and removes excess load. On the subsequent occasion, BMRCL reserves the right to revoke the license and forfeit the interest free Performance Guarantee.

13.15 In case, the Applicant is found misusing Electricity or tampering with the Energy meter, a token penalty of Rs. 1000/- will be charged from him along with disconnection of power supply. Reconnection of power supply will be done only after charging Rs.100/- as reconnection fee and clearance of all dues duly obtaining approval of Competent Authority of BMRCL.

14. that the Applicant shall have no objection at any time to the rights of BMRCL to supply energy to any other consumer from the service line or apparatus installed on the Applicant's allotted premises.

15. that the supply shall be used for the purpose that it has been sanctioned for by BMRCL and shall not be misused in any way to serve any other purposes.

16. that the supply shall not be extended/sublet to any other premises.

17. that the Applicant's industry/trade has not been declared to be obnoxious, hazardous/pollutant by any Government agency and that no court orders are being infringed by grant of applied electricity connection at the Applicant's premises.

18. that BMRCL shall be at liberty to adjust the electricity consumption charges along with any other charges against the consumption deposit paid by the Applicant, in the event of termination of the agreement prior to the expiry of the contracted period or in case of any contractual default.

19. that BMRCL shall be at liberty to transfer the dues remaining unpaid by the Applicant, after adjusting the advance consumption deposit, to other service connections(s) that may stand in the Applicant's name.

20. to allow clear and unencumbered access to the meters for the purpose of meter reading, maintenance, inspection, checking, testing etc.

21. that BMRCL shall be entitled to disconnect the service connection under reference in the event of any default and /or non-compliance of statutory requirements and/or in consequence of legally binding order by statutory authority(ies)/court of Law, without prejudice to the BMRCL's rights to exercise its rights under law including that of getting its due payments as on the date of connection. The Applicant undertakes to pay penalty imposed by BMRCL on its own discretion for the damages caused to the leased property on account of any default or non-compliance of any statutory requirements.

22. that all details furnished in this Requisition form are true to the Applicant's knowledge. If any information is found incorrect at a later date, the company will have the right to with-hold/disconnect supply, as the case may be, and forfeit the advance consumption deposit.

23. The applicant acknowledges and accepts that the relationship of the applicant with BMRCL is not that of a consumer and an Applicant but that of a commercial arrangement where the applicant has taken on lease/license premises of BMRCL and the Electricity connection is being provided as a part of the above arrangement.

The applicant further agrees that this declaration given by him will be construed as an agreement with the BMRCL to the above effect.

Date:

Place:

Signature of Applicant
(Full name)

Signed and delivered in the presence of:

Witness 1
Signature

Full Name_____

Complete Address _____

Phone No._____

Witness 2
Signature

Full Name_____

Complete Address_____

Phone No._____

List of Documents to be submitted along with Declaration

1. Installation Test Report issued by licensed electrical wiring contractor in the prescribed for- mat (available with the application form) and countersigned by the applicant.
2. Proof of allotment of the space/area leased out by BMRCL in the form of the following:
   a) Allotment/possession letters, Lease deed
   b) General Power of Attorney together with proof of ownership of the executor. {Applicable in case of company}

Annexure – 10.6 F

DECLARATION FOR UNDERGROUND STATIONS

[For Under Ground Stations- On Non Judicial Stamp Paper of appropriate value]

I _____,son/daughter/wife of _____resident of

_____ _____(hereinafter referred to as the "Applicant", which term shall mean and include executors, administrators, heirs, successors and assigns),do hereby swear and declare as under:

OR

_____,a company incorporated under the provision of the Companies Act 1956,a sole proprietorship, a partnership having its registered office at _____(hereinafter referred as "Applicant", which expression shall unless repugnant to the context or meaning thereof, include its successors and assigns),do hereby swear and declare as under:

That the Applicant is an occupant of the premises No._____ at _____ having taken the premises from BMRCL on the terms and conditions agreed to with BMRCL which include that BMRCL may supply electricity as a part of the lease or license of the premises, based on the commercial arrangement.

The Applicant has requested the BMRCL to provide an electricity connection at the above-mentioned premises in the Applicant's name for the purpose mentioned in the application form.

The Applicant hereby agrees and undertakes:

1. That the Applicant desires to have and agrees with BMRCL to take supply of energy for the above mentioned purpose, for a period of not less than two years from the date of commencement of supply and to pay for the energy so supplied and all other charges at the rates set out in the concerned State Electricity Regulatory Commission's Tariff Schedule and the miscellaneous charges for supply as may be in force from time to time, including advance Consumption Deposit etc.

2. that the Applicant shall have no objection for the BESCOMs to carry out Inspections of the Applicants' Meters & Equipment & Any Observation made by such Agencies, Which are acceptable to BMRCL, shall be binding on the Applicant for Attention/Compliance.

3. that BMRCL shall be entitled to disconnect the supply of energy by issuing a disconnection notice in writing, to the Applicant, if the Applicant is in default of payment of the due charges.

4. that the applicant shall pay the full amount mentioned in the Monthly/Bi-monthly Consumption Bill as raised by BMRCL before the last date mentioned in such Monthly./Bi-monthly Bill. Applicant shall provide Test Report/Calibration report in regard to Energy Meter installed. BMRCL may ask Applicant to recalibrate the Energy Meter whenever considered necessary.

5. that all or any taxes/duties, as may be levied on the supply of electricity to the Applicant by BMRCL, shall be paid and borne by the Applicant.

6. that the Applicant agrees that BMRCL would accept an application from the Applicant for reduction in load only after two years from the original sanction. All applications for load enhancement by the Applicant would be dealt with by BMRCL as a new connection and BMRCL would follow the procedure as in the case of a new connection.

7. that BMRCL shall have the right to recover the fixed charges due as per applicable tariff for the remaining contracted period in case the contract is terminated prior to the expiry of the contracted period.

8. that all the electrical work done within the Applicant's allotted premises including wiring, power out- lets and gadgets are used and maintained properly for guarding against short circuits/fires and are as per the Indian Electricity Rule, 1956 and other applicable laws, statutory provisions and standards in force at the time, and indemnify BMRCL against any loss accrued to the Applicant on this account. Further, the Applicant agrees that if there is any harm/loss to the property of BMRCL or to any other third party due to fault in the electrical work, outlets or apparatus within the premises of the applicant, all the loss shall be borne by the Applicant.

9. to pay BMRCL all costs and expenses that BMRCL may incur by reason of a fresh service connection being given to the Applicant.

10. to indemnify BMRCL against all proceedings, claims, demands, costs, damages and expenses that BMRCL may incur by reason of a fresh service connection given to the Applicant.

11. to be bound by BMRCL's conditions of supply, and all applicable acts and rules.

12. that BMRCL shall not be responsible for any interruption/diminution of supply.

13. Others:

13.1 From the BMRCL DB to main MCB / MCB of licensed premises, only XLPE insulated armoured copper conductor LSZH cables shall be used. Applicant will have to provide a Low voltage switch-board with MCBs & ELCB's of required capacity with Electronics Static Energy Meters having provision of MDI, TOD etc. of required capacity at his cost conforming to relevant BIS standards and of approved make along with test certificate shall be arranged by the applicant. The meter shall be installed and sealed by BMRCL, either within the premises of the applicant or at a common meter room/board. Applicant shall not tamper with or disturb the meter in any manner whatsoever, and shall be responsible for its safety.

13.2 BMRCL shall provide supply, if available, at one fixed point as per BMRCL plan. All cabling work to tap off the supply from the fixed point and to avail it within his premises shall be done by the applicant. Approval to the layouts/ schemes/ details shall be taken from BMRCL O&M wing. The Applicant hereby voluntarily and unequivocally agrees not to seek any claim, damage, compensating or any other consideration what so ever on account of time and cost associated in making provision of electricity.

13.3 That the use of any PVC material is not permitted in the underground stations.

13.4 Applicant will also do wiring within the licensed space by using GI conduit. The Applicant shall use FRZHLS copper wire of the required size (the wiring scheme, the type of wiring, size of wires, various loads, plug point, light, fan etc. shall be as per BMRCL's approval).

13.5 BMRCL will provide Power Supply of single phase, 230V, 50Hz for a max connected load up to 10 KW. Electrical load requirement exceeding 10 KW will be given on 3-phase, 415V, 50Hz subject to availability.

13.6 Applicant shall be given only normal power supply available in station premises. Applicant may use suitable voltage stabilizers and power factor correction equipment as per his requirement. BMRCL shall not be providing any standby power supply from station DG set or UPS.

13.7 Applicant shall not be permitted to use any standby Diesel Generator Sets. Applicant will only be the permitted to use standby UPS/Inverter System with maintenance free battery. The Load of such standby UPS/Inverter system will also be taken as a part of total connected load.

13.8 The Total Demand Load & Total Connected load shall be treated as same. Applicant will have to pay applicable demand charges as per the Total Connected load only.

13.9 Applicant shall use Energy efficient lighting & shall provide proper Lighting fixtures, Lamps, Electronic Ballast etc. Applicant shall provide uniform & good illumination level not less than 100 Lux in any case.

13.10 Applicant shall provide proper Earthing connection as per the applicable standards and shall terminate the same to the BMRCL's Distribution Board or to any other place as directed by the BMRCL. Installation Test Report issued by licensed electrical wiring contractor in the prescribed format (available with the application form) and countersigned by the applicant shall be submitted by the Applicant.

13.11 Fire Extinguisher: Premises allotted to the Applicant must have enough Fire Extinguishers as stipulated.

13.12 Applicant will not be allowed to provide Room Heating appliance of any kind.

13.13 The power shall be supplied normally at the rate of 0.2 KVA/sq. m. of space licensed out. Minimum load to be given shall be 2 KVA on which the demand charges as applicable shall be paid by the Applicant. Additional power up to 5 KVA on single phase and thereafter on three phase system if required by the Applicant will be supplied subject to availability at an additional cost and conditions to be stipulated by BMRCL.

13.14 In case, Applicant draws power more than the connected load, his electricity connection shall be disconnected. The electricity connection will be provided back on first occasion only when Applicant pays necessary penalty as per State ERC norms and removes excess load. On the subsequent occasion, BMRCL reserves the right to revoke the license and forfeit the interest free Performance Security.

13.15 In case, the Applicant is found misusing Electricity or tampering with the Energy meter, a token penalty of Rs.1000/- will be charged from him along with disconnection of power supply. Reconnection of power supply will be done only after charging Rs. 100/- as reconnection fee and clearance of all dues duly obtaining approval of Competent Authority of BMRCL.

14. that the Applicant shall have no objection at any time to the rights of BMRCL to supply energy to any other consumer from the service line or apparatus installed in the licensed premises of the Applicant.

15. that the supply shall be used for the purpose that it has been sanctioned by BMRCL and shall not be misused in any way to serve any other purpose.

16. that the supply shall not be extended/sublet to any other premises.

17. that the Applicant's industry/trade has not been declared to be obnoxious, hazardous/pollutant by any Government agency and that no court orders are being infringed by grant of applied electricity connection at the Applicant's premises.

18. that BMRCL shall be at liberty to adjust the electricity consumption charges along with any other charges against the consumption deposit paid by the Applicant, in the event of termination of the agreement prior to the expiry of the contracted period or in case of any contractual default.

19. that BMRCL shall be at liberty to transfer the dues remaining unpaid by the Applicant, after adjusting the advance consumption deposit, to other service connection(s) that may stand in the Applicant's name.

20. to allow clear and unencumbered access to the meters for the purpose of meter reading, maintenance, inspection, checking, testing, etc.

21. that BMRCL shall be entitled to disconnect the service connection under reference in the event of any default and/or non-compliance of statutory requirements and/or in consequence of a legally binding order by statutory authority(ies)/Court of Law, without prejudice to the BMRCL's rights to exercise its rights under law including that of getting its due payments as on the date of connection. The Applicant undertakes to pay penalty imposed by BMRCL on its own discretion for the damages caused to the leased property on account of any default or non-compliance of any statutory requirements.

22. that all details furnished in this Requisition form are true to the Applicant's knowledge. If any information is found incorrect at a later date, the company will have the right to with- hold /disconnect supply, as the case may be, and forfeit the advance consumption deposit.

23. The applicant acknowledges and accepts that the relationship of the applicant with BMRCL is not that of a consumer and an Applicant but that of a commercial arrangement where the applicant has taken on lease/license premises of BMRCL and the Electricity connection is being provided as a part of the above arrangement.

The applicant further agrees that this declaration given by him will be construed as an agreement with the BMRCL to the above effect.

Date:

Place:

Signature of Applicant
(Full name)

Signed and delivered in the presence of:

Witness 1	Witness 2
Signature	Signature
Full Name_	Full Name_
Complete Address	Complete Address
Phone No._____	Phone No._____

List of Documents to be submitted along with Declaration

1. Installation Test Report issued by licensed electrical wiring contractor in the prescribed format (available with the application form) and countersigned by the applicant.
2. Proof of allotment of the space/area leased out by BMRCL in the form of the following:
   a) Allotment/possession letters, Lease deed
   b) General Power of Attorney together with proof of ownership of the executor. {Applicable in case of company}

Annexure – 10.7

UNDERTAKING BY THE TENDERER

(as per 2.6 (b) of ITT)

An undertaking to the effect to be given by the Tenderer

1. I/We_____undertake_____that M/s_____has NOT been Black listed / Debarred by any Department of Government of Karnataka and any other Central Government Department including PSU's.
2. I/We have neither failed to perform any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or judicial pronouncement or arbitration award against us ,nor we have been expelled from any contract by any Government Authority nor have had any contract with a Government Authority Terminated for breach of contract during the last three (3) years (the period counted 28 days prior to latest date of submission of tender).
3. I/We have not been declared as bankrupt/ insolvent in the last three (3) years, counted 28 days prior to the last date of tender submission.
4. I/We also undertake that the Tender submittals do not contain any deviation or amendment, modification or change of any type whatsoever with regards to Tender conditions & specifications.

Place: Signature of Tenderer

Date: Name and Designation

Annexure – 10.8

FORM OF BANKERS CERTIFICATE

(Note: Bankers format will also be acceptable)

This is to certify that M/s ..... is a reputed company with a good financial standing. If the contract for the work of ..... (Name of work) is awarded to the above firm, we shall be able to provide over draft/credit facilities to the extent of Rs. ..... (in words Rupees .....) to meet the working capital requirement for executing the above contract.

Signature .....

Name of the issuing official of the Bank .....

Designation .....

Bank Name .....

Address .....

Phone No .....

Fax No .....